

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

VERTEX ENERGY, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90507 (CML)
)
) (Jointly Administered)
)

NOTICE OF FILING THIRD AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on December 13, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Notice of Filing Plan Supplement* [Docket No. 531] (the “Initial Plan Supplement”) with the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE THAT on December 16, 2024, the Debtors filed the *Notice of Filing First Amended Plan Supplement* [Docket No. 540] (the “First Amended Plan Supplement”) with the Court.

PLEASE TAKE FURTHER NOTICE THAT on December 17, 2024, the Debtors filed the *Notice of Filing Second Amended Plan Supplement* [Docket No. 544] (the “Second Amended Plan Supplement”) with the Court.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this amendment to the Plan Supplement (this “Third Amended Plan Supplement,” and together with the Initial Plan Supplement, the First Amended Plan Supplement, and the Second Amended Plan Supplement, the “Plan Supplement”) in support of the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and its Debtor Affiliates* [Docket No. 425] (as may be modified, amended, or supplemented from time to time, the “Plan”).²

PLEASE TAKE FURTHER NOTICE THAT the Third Amended Plan Supplement includes the Assumed Executory Contracts and Unexpired Leases List, the Rejected Executory Contracts and Unexpired Leases List, the Matheson Mutual Release Agreement, the Restructuring Transactions Memorandum, and the Identity of the New Board.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/vertex>. The location of Debtor Vertex Energy, Inc.’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 1331 Gemini Street, Suite 250, Houston, Texas 77058.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.



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PLEASE TAKE FURTHER NOTICE THAT the Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement up to the Effective Date as set forth in the Plan. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **December 20, 2024 at 1:00 p.m.**, prevailing Central Time, before the Honorable Christopher Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 401, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan was **December 18, 2024, at 4:00 p.m.**, prevailing Central Time (the “Plan Objection Deadline”).

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Initial Plan Supplement, the First Amended Plan Supplement, the Second Amended Plan Supplement, the Third Amended Plan Supplement, or related documents, free of charge, you should you should contact KCC dba Verita Global LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases (the “Claims and Noticing Agent”), by: (a) emailing VertexEnergyInfo@veritaglobal.com; (b) calling the Claims and Noticing Agent at (877) 709-4747 (domestic, toll free) or +1 (424) 236-7228 (international); or (c) accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/vertex>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.txs.uscourts.gov>.

Houston, Texas
December 18, 2024

/s/ Jason G. Cohen

BRACEWELL LLP

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*Co-Counsel to the Debtors
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

VERTEX ENERGY, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90507 (CML)
)
) (Jointly Administered)
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**THIRD AMENDED PLAN
SUPPLEMENT FOR THE DEBTORS' FIRST AMENDED JOINT
CHAPTER 11 PLAN OF VERTEX ENERGY, INC. AND ITS DEBTOR AFFILIATES**

Table of Contents²

<u>Exhibit</u>	<u>Description</u>
A	Assumed Executory Contracts and Unexpired Leases List
B	Rejected Executory Contracts and Unexpired Leases List
D	Matheson Mutual Release Agreement
F	Restructuring Transactions Memorandum
F-1	Redline to the Restructuring Transactions Memorandum Filed with the Initial Plan Supplement
G	Identity of the New Board
G-1	Redline to the Identity of the New Board Filed with the Initial Plan Supplement

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vertex>. The location of Debtor Vertex Energy, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1331 Gemini Street, Suite 250, Houston, Texas 77058.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and its Debtor Affiliates* [Docket No. 425] (the "Plan") or the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Joint Chapter 11 Plan, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 431] (the "Disclosure Statement Order"), as applicable.

Exhibit A

Schedule of Assumed Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, the Matheson Saraland 1 Agreements shall be deemed assumed by the Reorganized Debtors and all other Executory Contracts or Unexpired Leases that are not otherwise rejected will be deemed assumed by the applicable Reorganized Debtor or Reorganized Vertex, as applicable, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) are identified on the Rejected Executory Contracts and Unexpired Leases List; (b) previously expired or terminated pursuant to their own terms; (c) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (d) are the subject of a motion to reject that is pending on the Effective Date; or (e) have an ordered or requested effective date of rejection that is after the Effective Date.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contract and Unexpired Leases List, or the Rejected Executory Contracts and Unexpired Leases List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in the Plan, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure amounts, if any, on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree; *provided* that if a dispute regarding assumption or Cure is unresolved as of the Effective Date, then payment of the applicable Cure amount shall occur as soon as reasonably practicable after such dispute is resolved. Any Cure shall be deemed fully satisfied, released, and discharged upon payment of the Cure.

Unless otherwise agreed in writing by the parties in the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure amount must be Filed, served, and actually received by counsel to the Debtors no later than the date and time specified in the notice (which shall not be less than fourteen (14) days after such notice is served). The Debtors or the Reorganized Debtors, as applicable, may reconcile and settle in the ordinary course of the Debtors' business any dispute (following a timely filed objection) regarding any Cure or any other matter pertaining to assumption without any further notice to or action, order, or approval of the Bankruptcy Court.

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure amount (including any request for an additional or different

cure amount) will be deemed to have assented to such assumption or Cure amount and any untimely request for an additional or different Cure amount shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

Certain documents, or portions thereof, contained in this **Exhibit A** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Vertex Energy, Inc. et al.
Contract Cure Schedule

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
24 HR. SAFETY, LLC			\$54,023.97
3M COMPANY	PURCHASE CONTRACT DATED 03/15/2024	VERTEX REFINING ALABAMA LLC	\$0.00
4S CONSTRUCTION SERVICES, LLC	RECYCLING MATERIAL SALE AGREEMENT DATED 04/30/2021	VERTEX REFINING LA, LLC	\$0.00
A-1 MCDUFFIE SANITATION LLC	PURCHASE CONTRACT DATED 08/06/2024	VERTEX REFINING ALABAMA LLC	\$7,310.12
A3IM, INC.	PURCHASE CONTRACT DATED 08/15/2023	VERTEX REFINING ALABAMA LLC	\$150,831.42
AARON OIL COMPANY, LLC	AMENDING AGREEMENT DATED 12/04/2023 PURCHASE CONTRACT DATED 01/01/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$88,482.37
ABIL ENERGY LLC	SUB-LAND USE AGREEMENT DATED 09/21/2023	VERTEX MARINE FUEL SERVICES LLC	\$0.00
ACCURATE DELIVERY, INC.	CONSULTING AGREEMENT DATED 08/09/2021	VERTEX REFINING ALABAMA LLC	\$0.00
ACE ENVIRONMENTAL RECYCLING OPERATIONS	PURCHASE CONTRACT DATED 04/01/2024 PURCHASE CONTRACT DATED 04/01/2021	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
ACTALENT SCIENTIFIC, LLC	RENTAL CONTRACT DATED 08/09/2018	VERTEX RECOVERY, L.P.	\$13,543.84
ACUREN INSPECTION, INC.	CONTRACT TALENT SERVICES AGREEMENT DATED 02/20/2024	VERTEX REFINING LA, LLC	\$634,193.07
ADCO COMPANIES LTD	PURCHASE CONTRACT DATED 01/31/2024	VERTEX REFINING ALABAMA LLC	\$7,741.59
AFFORDABLE INFORMATION INC	BLANKET AGREEMENT DATED 06/01/2006 MASTER SERVICE AGREEMENT DATED 04/12/2002 PICS - RED BANDED VARIANCE DATED 10/13/2016 STARTUP SERVICES AND OPERATOR TRAINING FOR NATIONWIDE RENTAL BOILER DATED 10/26/2017	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$3,920.00
AGILENT TECHNOLOGIES INC.	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$5,806.57
AIG	SERVICE AGREEMENT DATED 07/15/2024	VERTEX REFINING LA, LLC	\$0.00
AIG (RISK SPECIALISTS COMPANIES INSURANCE AGENCY, INC.)	INSURANCE POLICY NUMBER: 02-277-05-72 (AND D&O TAIL) DATED 01/31/2024 INSURANCE POLICY NUMBER: 62785802 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
AIR PRODUCTS AND CHEMICALS, INC.	INSURANCE POLICY NUMBER: MS-S 7201 A DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$59,178.02
AIRGAS USA LLC	AMENDMENT NO. 1 TO SUPPLY AGREEMENT DATED 02/22/2012 AMENDMENT NO. 2 TO SUPPLY AGREEMENT DATED 10/12/2015 AMENDMENT NO. 3 TO SUPPLY AGREEMENT DATED 04/22/2020 MASTER AGREEMENT DATED 04/29/2014 PRODUCT SUPPLY AGREEMENT DATED 05/01/2008	VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX REFINING LA, LLC VERTEX ENERGY, INC.	\$27,053.21
AITX LEASING, LLC	AMENDING AGREEMENT # 2 DATED 07/31/2022 AMENDING AGREEMENT # 3 DATED 07/31/2023 AMENDING AGREEMENT 1 DATED 02/07/2022 AMENDING AGREEMENT 1 DATED 02/21/2022 POROXAL AMENDMENT DATED 09/01/2017 PURCHASE CONTRACT DATED 09/01/2017	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$9,000.00
ALABAMA POWER COMPANY	FULL SERVICE LEASE AGREEMENT DATED 09/15/2022 SECOND AMENDMENT TO FULL SERVICE LEASE AGREEMENT DATED 01/01/2023	VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC	\$1,387,048.91
ALESCO	CONTRACT FOR ELECTRIC SERVICE (ADMIN BUILDING) DATED 04/01/2022 CONTRACT FOR ELECTRIC SERVICE (13000 KVA CRUDE OIL FRACTIONAL FACILITY) DATED 03/29/2022 CONTRACT FOR ELECTRIC SERVICE (92000 KVA CRUDE OIL FRACTIONAL FACILITY) DATED 03/29/2022 CONTRACT FOR ELECTRIC SERVICE (TERMINAL) DATED 03/29/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
ALFRED CONHAGEN OF TEXAS	INSURANCE POLICY NUMBER: EA0127024 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7201 B DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7201 F DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7201 G DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7203 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7204 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7205 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7206 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7207 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7208 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7209A DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7209B DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7220 DATED 04/01/2024 INSURANCE POLICY NUMBER: MS-S 7300 A DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7300 B DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7300 C DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7300 D DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7300 E DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7301 DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7302 DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7303 A DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7303 B DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7303 C DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7304 DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7305 DATED 07/10/2024 INSURANCE POLICY NUMBER: MS-S 7306 DATED 07/10/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC.	\$0.00
ALLIANZ	PURCHASE CONTRACT DATED 10/30/2023	VERTEX REFINING ALABAMA LLC	\$0.00
ALLIED	INSURANCE POLICY NUMBER: USLO2807924 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ALLIED EMERGENCY SERVICES MOB, LLC	INSURANCE POLICY NUMBER: 0312-2122 (AND D&O TAIL) DATED 01/31/2024 INSURANCE POLICY NUMBER: ELU195147-24 (AND D&O TAIL) DATED 01/31/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
ALLIED LUBE TEXAS LP	PURCHASE CONTRACT DATED 05/06/2020	VERTEX REFINING ALABAMA LLC	\$0.00
NAME ON FILE	LETTER AGREEMENT DATED 06/08/2020	H&H OIL, L.P.	\$0.00
AMERICAN INLAND MARINE IV, LLC	EMPLOYMENT AGREEMENT DATED 12/12/2022 ¹	VERTEX ENERGY, INC.	\$0.00
AMERICAN INLAND MARINE VI, LLC	BAREBOAT CHARTER DATED 01/01/2023 GUARANTY AGREEMENT DATED 01/16/2023	VERTEX REFINING ALABAMA LLC VERTEX ENERGY OPERATING, LLC	\$0.00
AMERICAN INLAND MARINE, LLC	BAREBOAT CHARTER DATED 01/01/2023 BAREBOAT CHARTER DATED 03/17/2023 BAREBOAT CHARTER DATED 09/14/2022 BAREBOAT CHARTER MPX 420 DATED 01/23/2023 BARGE LEASE AGREEMENT DATED 03/17/2023 GUARANTY AGREEMENT DATED 01/23/2023 GUARANTY AGREEMENT DATED 03/17/2023 GUARANTY AGREEMENT DATED 09/14/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC	\$0.00
AMERICAN INTERNATIONAL GROUP UK LTD \$15M	BAREBOAT CHARTER DATED 03/15/2023 BAREBOAT CHARTER DATED 03/31/2023 GUARANTY AGREEMENT DATED 03/15/2023 KAYLA CHRISTINE DATED 03/15/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY OPERATING, LLC VERTEX REFINING ALABAMA LLC	\$0.00
AMERICAN REMEDIATION AND ENVIRONMENTAL	INSURANCE POLICY NUMBER: 66834047 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
	AMENDING AGREEMENT # 1 DATED 03/10/2023 AMENDING AGREEMENT # 2 DATED 06/29/2023 AMENDING AGREEMENT # 3 DATED 06/27/2024 AMENDING AGREEMENT DATED 08/02/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
AMTRUST	AMENDING AGREEMENT DATED 12/02/2022	VERTEX REFINING ALABAMA LLC	\$0.00
	AMENDING AGREEMENT DATED 12/02/2023	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 03/10/2020	VERTEX REFINING ALABAMA LLC	
	INSURANCE POLICY NUMBER: EUW1880187 03 (AND D&O TAIL) DATED 01/31/2024	VERTEX REFINING ALABAMA LLC	
APACHE INDUSTRIAL SERVICES	PURCHASE CONTRACT DATED 03/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
APPSPACE, INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC	AMENDING AGREEMENT DATED 01/01/2020 AMENDING AGREEMENT DATED 11/30/2021 AMENDING AGREEMENT DATED 11/31/2018 AMENDING AGREEMENT DATED 12/15/2022 PURCHASE CONTRACT DATED 02/01/2017	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$79,473.06
ARAMARK UNIFORM SERVICES	SERVICE AGREEMENT DATED 10/13/2016	VERTEX RECOVERY, L.P.	\$72.88
ARCH BDA \$25M	INSURANCE POLICY NUMBER: URP0067876-00 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ARGO	INSURANCE POLICY NUMBER: ARGO-CAS-OCC-001696.3 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ARGO/COLONY	INSURANCE POLICY NUMBER: EXO 4279049 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ARGUS MEDIA INC	SERVICE AGREEMENT	VERTEX ENERGY, INC.	\$0.00
ARISE BOILER INSPECTION	INSURANCE POLICY NUMBER: 209465 DATED 07/10/2024	VERTEX ENERGY, INC.	\$0.00
ARK	INSURANCE POLICY NUMBER: EI2400011/YLA24TA01266 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ASCOT	INSURANCE POLICY NUMBER: ENXP2210000683-03 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
ASCOT, BEAZLEY, STRATFORD	INSURANCE POLICY NUMBER: MAXS2310002544-03 DATED 10/30/2023	VERTEX ENERGY, INC.	\$0.00
ASPEN	INSURANCE POLICY NUMBER: EX00QK324 DATED 04/01/2024 INSURANCE POLICY NUMBER: EX00QL524 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
ASSOCIATED PETROLEUM CARRIERS, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
ATLAS COPCO RENTAL LLC	AMENDING AGREEMENT #5 DATED 10/26/2020 AMENDING AGREEMENT DATED 04/01/2019 AMENDING AGREEMENT DATED 04/01/2020 AMENDING AGREEMENT DATED 10/26/2020 AMENDING AGREEMENT DATED 12/04/2014 PURCHASE CONTRACT DATED 04/01/2012 RENTAL AGREEMENT DATED 01/11/2012	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$51,369.27
AURORA INTERNATIONAL MANAGEMENT SERVICES, INC.	SUPPLY AGREEMENT DATED 10/17/2023	VERTEX REFINING LA, LLC	\$0.00
AVETTA, LLC	AVETTA, LLC SALES ORDER DATED 08/25/2024 SALES ORDER TERMS AND CONDITIONS DATED 08/25/2021	VERTEX ENERGY, INC. VERTEX ENERGY, INC.	\$40,000.00
AVEVA SOFTWARE, LLC	AVEVA CONTRACT INFORMATION: DATED 03/31/2023	VERTEX REFINING ALABAMA LLC	\$101,087.88
AWAC	INSURANCE POLICY NUMBER: 0313-2989 DATED 04/01/2024 INSURANCE POLICY NUMBER: 3129815 DATED 07/10/2024	VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC.	\$0.00
AWC INC.	PURCHASE CONTRACT DATED 06/01/2020	VERTEX REFINING ALABAMA LLC	\$31,446.91
AXA XL	INSURANCE POLICY NUMBER: MS-S 7201 C DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
AXAXL BDA	INSURANCE POLICY NUMBER: BM00040124LI24A DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
AXENS NORTH AMERICA, INC.	AMENDING AGREEMENT DATED 03/03/2022 AMENDING AGREEMENT DATED 03/03/2023 AMENDING AGREEMENT DATED 06/29/2021 ASSIGNMENT LETTER DATED 03/09/2022 LEASE AGREEMENT - PLATINUM & RHENIUM DATED 03/03/2022 LEASE AGREEMENT- PLATINUM & RHENIUM DATED 03/03/2022 PURCHASE CONTRACT DATED 03/03/2022 PURCHASE CONTRACT DATED 09/01/2021 SCHEDULE 1- FORM OF MAIN TERMS OF LEASE DATED 07/08/2022 STUDY AGREEMENT DATED 07/20/2022 STUDY AGREEMENT DATED 08/23/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX ENERGY, INC.	\$59,081.24
AXION LOGISTICS LLC	PURCHASE CONTRACT DATED 01/01/2020	VERTEX REFINING ALABAMA LLC	\$18,679.61
AXIS	INSURANCE POLICY NUMBER: P-001-000703903-03 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
BALDWIN EMC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
BAY & BECK INVESTMENTS LLC	COMMERCIAL LEASE DATED 01/01/2020 COMMERCIAL LEASE DATED 01/01/2024	H&H OIL, L.P. VERTEX ENERGY, INC.	\$0.00
BAYOU FASTENERS & SUPPLY, INC.	AGREEMENT DATED 04/15/2015 AGREEMENT DATED 12/07/2022 AMENDING AGREEMENT # 2 DATED 03/20/2020 AMENDING AGREEMENT # 3 DATED 03/25/2021 AMENDING AGREEMENT # 4 DATED 09/02/2021 AMENDING AGREEMENT DATED 01/18/2016 AMENDING AGREEMENT DATED 09/02/2021 AMENDING AGREEMENT DATED 12/31/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$48,914.78
BBP SALES LLC	PURCHASE CONTRACT DATED 08/17/2023	VERTEX REFINING ALABAMA LLC	\$84,017.06
BEAD LP	PURCHASE CONTRACT - GOODS AND SERVICES DATED 01/20/2020 PURCHASE CONTRACT DATED 01/20/2020	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$117,779.73
BEAZLEY	INSURANCE POLICY NUMBER: W31B60240301 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
BEAZLEY, STRATFORD, SOMPO	INSURANCE POLICY NUMBER: V3070E230301 DATED 10/30/2023	VERTEX ENERGY, INC.	\$0.00
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 12/12/2022 ¹	VERTEX ENERGY, INC.	\$0.00
BERKLEY	INSURANCE POLICY NUMBER: CEX09604705-01 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
BERKSHIRE HATHAWAY	INSURANCE POLICY NUMBER: 42-XSF-334216-01 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
BERKSHIRE HATHAWAY SPECIALTY INSURANCE	INSURANCE POLICY NUMBER: MS-S 7202 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
BLAKE AND PENDLETON	PURCHASE CONTRACT DATED 04/03/2023	VERTEX REFINING ALABAMA LLC	\$3,459.00
BLAS MARTINEZ	PARKING AREA COMMERCIAL LEASE AGREEMENT DATED 11/20/2023	H&H OIL, L.P.	\$0.00
BREWSTER PROCUREMENT GROUP INC.	AMENDING AGREEMENT # 1 DATED 01/01/2019 PURCHASE CONTRACT DATED 02/01/2022 PURCHASE CONTRACT DATED 06/01/2024 PURCHASE CONTRACT DATED 07/01/2017 PURCHASING AGENT AUTHORIZATION ("PAA") FORM DATED 06/24/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC.	\$0.00
BRIGHT STAR ENVIRONMENTAL SERVICES, LLC	ASSET PURCHASE AGREEMENT DATED 11/20/2023 ASSET PURCHASE AGREEMENT DATED 12/01/2023 ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 12/01/2023 CLOSING CERTIFICATE OF BUYER DATED 12/01/2023	H&H OIL, L.P. H&H OIL, L.P. H&H OIL, L.P. H&H OIL, L.P.	\$0.00
BRYAN CONTRACTORS LLC			\$0.00

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
BUCKEYE MARRERO TERMINAL LLC	PURCHASE CONTRACT DATED 12/06/2022	VERTEX REFINING ALABAMA LLC	\$22,009.18
	AMENDMENT TO TERMINALING SERVICES AGREEMENT DATED 11/05/2023	VERTEX REFINING LA, LLC	
	OPERATIONS AND MAINTENANCE AGREEMENT DATED 08/28/2020	VERTEX REFINING LA, LLC	
	TERMINALING SERVICES AGREEMENT AMENDMENT IV DATED 09/18/2023	VERTEX REFINING LA, LLC	
	TERMINALING SERVICES AGREEMENT DATED 09/18/2023	VERTEX REFINING LA, LLC	
	AMENDMENT V DATED 11/05/2023	VERTEX REFINING LA, LLC	
BUCKEYE PT TERMINALS LP			\$0.00
BUFFALO MARINE SERVICE, INC.	CONTRIBUTION AGREEMENT DATED 03/20/2020	VERTEX REFINING LA, LLC	\$1,125,495.58
	FIRST AMENDMENT DATED 09/15/2023	VERTEX REFINING ALABAMA LLC	
	FULLY FOUND TIME CHARTER DATED 05/01/2023	VERTEX REFINING ALABAMA LLC	
BUG PRO PEST & TERMITES CONTROL			\$250.00
	PEST CONTROL SERVICE AGREEMENT DATED 03/04/2021	VERTEX REFINING LA, LLC	
BUMPERS TRANSPORTATION LLC			\$0.00
	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	
BWC ALABAMA LLC			\$0.00
	ACKNOWLEDGMENT AND CONSENT AGREEMENT DATED 05/26/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT OF TERMINALLING SERVICE AGREEMENT DATED 09/01/2023	VERTEX ENERGY, INC.	
	CONSENT TO STORAGE AND USAGE AGREEMENT DATED 11/18/2022	VERTEX RENEWABLES ALABAMA LLC	
	THIRD AMENDMENT OF TERMINALLING SERVICE AGREEMENT DATED 06/17/2024	VERTEX REFINING ALABAMA LLC	
	THIRD AMENDMENT OF TERMINALLING SERVICE AGREEMENT DATED 06/17/2024	VERTEX ENERGY, INC.	
	SECOND AMENDMENT TO TERMINALLING SERVICE AGREEMENT DATED 05/14/2024	VERTEX ENERGY, INC.	
BWC ALABAMA LLC AND/OR BWC TERMINALS LLC			\$0.00
	TERMINALLING SERVICE AGREEMENT DATED 01/26/2021	VERTEX REFINING ALABAMA LLC	
BWC TERMINALS LLC			\$161,176.36
	ASSIGNMENT OF ZENITH ENERGY TERMINALS HOLDINGS DATED 02/01/2023	VERTEX REFINING ALABAMA LLC	
	TERMINALLING SERVICE AGREEMENT DATED 10/21/2020	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 1 TO TERMINALLING SERVICES AGREEMENT DATED 08/07/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 5 TO TERMINAL SERVICES AGREEMENT DATED 05/25/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 7 TO TERMINAL SERVICES AGREEMENT DATED 08/12/2024	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 3 TO TERMINAL SERVICES AGREEMENT DATED 04/24/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 2 TO TERMINALING AGREEMENT DATED 04/10/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 4 TO TERMINALING AGREEMENT DATED 05/03/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT 6 TO TERMINALING AGREEMENT DATED 03/06/2024	VERTEX REFINING ALABAMA LLC	
C&F			\$0.00
	INSURANCE POLICY NUMBER: EFX-125053 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
C.N.A			\$0.00
	INSURANCE POLICY NUMBER: ML9780453 DATED 07/10/2024	VERTEX ENERGY, INC.	
	INSURANCE POLICY NUMBER: H0877528 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
C.N.A/LIBERTY			\$0.00
	INSURANCE POLICY NUMBER: H877525 DATED 10/30/2023	VERTEX ENERGY, INC.	
CAJUN LOGISTICS LLC			\$0.00
	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	
CAPITAL TECHNICAL SERVICES, LLC D/B/A CAPITAL PROJECTS			\$0.00
	PURCHASE CONTRACT DATED 09/01/2023	VERTEX REFINING ALABAMA LLC	
CAT SPEC LTD.			\$0.00
	AMENDING AGREEMENT DATED 06/11/2024	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 02/01/2024	VERTEX REFINING ALABAMA LLC	
CATALYST & CHEMICAL CONTAINERS, INC.			\$81,895.50
	FRAMEWORK AGREEMENT DATED 01/01/2021	VERTEX REFINING ALABAMA LLC	
CATALYST HANDLING RESOURCES, LLC			\$0.00
	PURCHASE CONTRACT DATED 06/24/2022	VERTEX REFINING ALABAMA LLC	
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.			\$0.00
	AMENDING AGREEMENT DATED 01/01/2017	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 01/01/2017	VERTEX REFINING ALABAMA LLC	
CDI ENGINEERING SOLUTIONS, LLC			\$62.98
	PURCHASE CONTRACT DATED 08/29/2022	VERTEX REFINING ALABAMA LLC	
CEMBELL INDUSTRIES, INC.			\$6,800.00
	PURCHASE CONTRACT DATED 12/31/2022	VERTEX REFINING ALABAMA LLC	
CENERGY FUELS			\$0.00
	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	
CENOSCO CUSTOM B.V			\$0.00
	SERVICE AGREEMENT	VERTEX ENERGY, INC.	
CENTER POINT TERMINAL BLAKELEY ISLAND, LLC			\$0.00
	AMENDMENT NO. 1 TO TERMINAL SERVICE AGREEMENT DATED 03/23/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT TO TERMINAL SERVICE AGREEMENT DATED 03/23/2023	VERTEX REFINING ALABAMA LLC	
	CONNECTION AGREEMENT DATED 01/30/2023	VERTEX REFINING ALABAMA LLC	
	FINANCE LEASE DATED 01/30/2023	VERTEX REFINING ALABAMA LLC	
	SERVICE AGREEMENT DATED 01/30/2023	VERTEX REFINING ALABAMA LLC	
	SERVICE AGREEMENT DATED 04/03/2023	VERTEX REFINING ALABAMA LLC	
CENTER POINT TERMINAL CHICKASAW, LLC			\$5,177.81
	AMENDMENT NO. 1 TO SERVICE AGREEMENT DATED 03/09/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NO. 2 TO SERVICE AGREEMENT DATED 04/24/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NO. 3 TO SERVICE AGREEMENT DATED 07/31/2023	VERTEX REFINING ALABAMA LLC	
	CONSENT TO STORAGE AND USAGE AGREEMENT DATED 01/10/2023	VERTEX RENEWABLES ALABAMA LLC	
	FINANCE LEASE DATED 01/10/2023	VERTEX REFINING ALABAMA LLC	
	SERVICE AGREEMENT DATED 01/10/2023	VERTEX REFINING ALABAMA LLC	
	SERVICE AGREEMENT DATED 01/20/2023	VERTEX REFINING ALABAMA LLC	
CHALLENGE ENGINEERING & TESTING, INC.			\$0.00
	MASTER REGIONAL AGREEMENT DATED 03/11/2004	VERTEX REFINING ALABAMA LLC	
	SUPPLEMENT TO PURCHASE CONTRACT DATED 07/10/2018	VERTEX REFINING ALABAMA LLC	
CHANCELLOR INC.			\$28,284.51
	PURCHASE CONTRACT DATED 06/01/2024	VERTEX REFINING ALABAMA LLC	
CHEVRON PRODUCTS COMPANY, A DIVISION OF CHEVRON U.S.A. INC.			\$0.00
	LEAP MASTER AGREEMENT DATED 11/29/2022	VERTEX REFINING ALABAMA LLC	
CHILLCO, INC.			\$3,542.32
	PURCHASE CONTRACT DATED 03/06/2023	VERTEX REFINING ALABAMA LLC	
NAME ON FILE			\$0.00
	EMPLOYMENT AGREEMENT DATED 12/13/2022 ¹	VERTEX ENERGY, INC.	
CHUBB			\$0.00
	INSURANCE POLICY NUMBER: XCQG7268278003 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
CHUBB BDA \$14M			\$0.00
	INSURANCE POLICY NUMBER: VRAL-2260/XS004 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
CHUBB BDA \$25M PO			\$0.00
	INSURANCE POLICY NUMBER: VRAL2260/XS004 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
CINTAS CORPORATION			\$90,662.58
	AMENDING AGREEMENT DATED 09/30/2022	VERTEX REFINING ALABAMA LLC	
	ASSIGNMENT LETTER DATED 06/10/2021	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 05/29/2020	VERTEX REFINING ALABAMA LLC	
CIRCLE K			\$0.00
	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	
CIT EQUIPMENT FINANCING, LLC			\$0.00
	AMENDMENT NO. 02 TO SCHEDULE NO. 05 DATED 04/29/2024	VERTEX ENERGY OPERATING, LLC	
CITY OF AUSTIN			\$0.00
	AMENDMENT NO. 2 DATED 05/28/2021	VERTEX ENERGY, INC.	
	SALE CONTRACT DATED 08/17/2007	VERTEX ENERGY, INC.	
COAST TO COAST INDUSTRIAL			\$0.00
	PURCHASE CONTRACT DATED 02/01/2023	VERTEX REFINING ALABAMA LLC	
COASTAL CORROSION CONTROL, INC.			\$24,290.50
	AMENDING AGREEMENT DATED 05/11/2023	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 06/15/2018	VERTEX REFINING ALABAMA LLC	
COKEBUSTERS USA, INC.			\$0.00
	AMENDING AGREEMENT # 1 DATED 01/19/2018	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 12/31/2019	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 01/19/2015	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 07/01/2020	VERTEX REFINING ALABAMA LLC	
COLONY			\$0.00
	INSURANCE POLICY NUMBER: EXO4287513 DATED 07/10/2024	VERTEX ENERGY, INC.	
COLT ATLANTIC SERVICES, LLC			\$0.00
	AGREEMENT – GOODS AND SERVICES DATED 12/01/2022	VERTEX REFINING ALABAMA LLC	
COLT SERVICES LP			\$0.00
	AMENDING AGREEMENT #4 DATED 05/24/2021	VERTEX REFINING ALABAMA LLC	
	FRAMEWORK AGREEMENT DATED 09/15/2017	VERTEX REFINING ALABAMA LLC	
COMFORT SYSTEMS USA (SOUTHEAST) INC			\$18,365.00

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Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
COMMERCIAL DIVING SERVICES, INC.	PURCHASE CONTRACT DATED 03/29/2023	VERTEX REFINING ALABAMA LLC	\$13,000.00
	AMENDING AGREEMENT DATED 12/05/2022	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT - GOODS AND SERVICES DATED 09/26/2022	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 09/26/2022	VERTEX REFINING ALABAMA LLC	\$6,050.00
COMMODITY ADVISORY BOARD OF TEXAS	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
COMPUGEN SYSTEMS INC.	MASTER SERVICES AGREEMENT DATED 08/07/2019	VERTEX ENERGY OPERATING, LLC	
	STATEMENT OF WORK DATED 08/06/2018	VERTEX ENERGY OPERATING, LLC	\$0.00
CONTROL WORX	SALES AGREEMENT AND RELATED DOCUMENTS DATED 02/02/2021	VERTEX REFINING LA, LLC	\$0.00
CONVERGINT TECHNOLOGIES LLC	PURCHASE CONTRACT DATED 12/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
COUGAR OIL, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
COUPA SOFTWARE INC	MASTER SUBSCRIPTION AGREEMENT DATED 08/17/2021	VERTEX REFINING ALABAMA LLC	\$10,661.12
CP TERMINAL, LLC	AMENDMENT NO. 1 TO LEASE AGREEMENT DATED 02/22/2002	CEDAR MARINE TERMINALS, LP	\$50,000.00
	FOURTH AMENDMENT TO LEASE AGREEMENT DATED 11/01/2012	CEDAR MARINE TERMINALS, LP	
	LEASE AGREEMENT DATED 07/25/1997	CEDAR MARINE TERMINALS, LP	
	MEMORANDUM OF LEASE DATED 11/01/2012	CEDAR MARINE TERMINALS, LP	\$10,941.09
CRANFORD EQUIPMENT CO. INC.	PURCHASE CONTRACT DATED 05/01/2024	VERTEX REFINING ALABAMA LLC	\$305,871.67
CREATIVE ITC CONSULTING INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$47,883.50
CREATIVE NETWORK CONSULTING LTD	DISASTER RECOVERY SERVICES AGREEMENT DATED 05/14/2024	VERTEX ENERGY, INC.	
	BACKUP SERVICES AGREEMENT DATED 05/14/2024	VERTEX ENERGY, INC.	
	VERTEX ENERGY SUPPORT SERVICES AGREEMENT DATED 04/01/2022	VERTEX ENERGY, INC.	
	MOBILE REFINERY SUPPORT SERVICES AGREEMENT DATED 04/01/2023	VERTEX ENERGY, INC.	\$0.00
CUST-O-FAB SPECIALTY SERVICES LLC	PURCHASE CONTRACT DATED 04/02/2021	VERTEX REFINING ALABAMA LLC	
	ASSIGNMENT LETTER DATED 06/10/2021	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 09/23/2024	VERTEX REFINING ALABAMA LLC	\$58,248.98
DAILY THERMETRICS CORP	PURCHASE CONTRACT DATED 01/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 03/10/2016	VERTEX REFINING LA, LLC	\$0.00
DD TECHNOLOGY INC.	AMENDING AGREEMENT DATED 04/28/2021	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 05/01/2024	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 05/02/2019	VERTEX REFINING ALABAMA LLC	\$2,176.91
DE LAGE LANDEN FINANCIAL SERVICES, INC.	FINANCE LEASE 2015 LINDE FORKLIFT DATED 01/09/2023	VERTEX ENERGY, INC.	
	FINANCE LEASE 2023 HELI LGP DATED 12/05/2022	VERTEX ENERGY, INC.	
	LEASE AGREEMENT DATED 01/05/2021	VERTEX REFINING LA, LLC	\$15,000.00
DEGRAFFENRIED & COMPANY, LLC	CONSULTING AGREEMENT DATED 05/01/2024	VERTEX ENERGY OPERATING, LLC	\$0.00
DELTA COATINGS, INC.	PURCHASE CONTRACT DATED 02/12/2024	VERTEX REFINING ALABAMA LLC	\$38,251.75
DEX IMAGING	MANAGED PRINT SERVICES AGREEMENT DATED 10/18/2019	VERTEX ENERGY, INC.	\$0.00
DIEGO CEVALLOS WILKINS AND ALFONSO FEDERICO DE LEON GUERRA	TEXAS COMMERCIAL LEASE AGREEMENT DATED 12/01/2023	H&H OIL, L.P.	\$0.00
DIRECT FUEL TRANSPORT, LLC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
DOCEBO NA INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
DTN, LLC	UNIFORM SUBSCRIBER ADDENDUM (USA) DATED 07/01/2021	VERTEX ENERGY, INC.	\$0.00
DUPRE LOGISTICS, LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
EASTERN AVIATION FUELS / TITAN AVIATION FUELS	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
EMERALD - RYAN SPECIALTY 12.5% (\$5M)	INSURANCE POLICY NUMBER: MSS7182 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$59,002.03
ENHANCED ENVIRONMENTAL & EMERGENCY SERVICES, INC.	PURCHASE CONTRACT DATED 01/24/2023	VERTEX REFINING ALABAMA LLC	\$0.00
ENVIAINT	INSURANCE POLICY NUMBER: ENVX0000331-24 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
EPCON SOFTWARE	SERVICE AGREEMENT	VERTEX ENERGY, INC.	\$0.00
EQUILON ENTERPRISES LLC DBA SHELL OIL PRODUCTS US	SULFUR PURCHASE AND SALE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	\$0.00
ERICKSON TRUNKS-N-PARTS	RENTAL LEASE AGREEMENT DATED 03/31/2021	VERTEX RECOVERY, L.P.	
	RENTAL LEASE AGREEMENT DATED 05/11/2020	VERTEX RECOVERY, L.P.	\$0.00
ERIKS B.V.	FRAMEWORK AGREEMENT DATED 02/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
ERIKS NORTH AMERICA, INC.	PURCHASE CONTRACT DATED 08/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
EVEREN S15M PART OF	INSURANCE POLICY NUMBER: 0921356-0424 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
EVEREN BDA	INSURANCE POLICY NUMBER: B0507EID240042 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
EVEREST	INSURANCE POLICY NUMBER: XC6EX00167-241 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
EVERGREEN TANK SOLUTIONS, INC.; WATER MOVERS, INC D/B/A MOBILE MINI TANK & PUMP SOLUTIONS	MASTER LEASE AGREEMENT DATED 06/08/2018	VERTEX RECOVERY, L.P.	
	MASTER LEASE AGREEMENT DATED 07/31/2018	VERTEX RECOVERY, L.P.	
	MASTER LEASE AGREEMENT DATED 08/01/2018	VERTEX RECOVERY, L.P.	
	MASTER LEASE AGREEMENT DATED 10/28/2019	VERTEX RECOVERY, L.P.	
	RENTAL CONTRACT DATED 10/11/2017	VERTEX ENERGY, INC.	\$0.00
EVOQUA WATER TECHNOLOGIES LLC	AGREEMENT FOR SUPPLY OF DI TRAILORS DATED 04/01/2014	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT #1 DATED 04/29/2017	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 10/10/2017	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 12/10/2019	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 12/31/2019	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 04/01/2014	VERTEX REFINING ALABAMA LLC	\$8,897.00
EXPONENTIAL POWER	PURCHASE CONTRACT DATED 08/08/2023	VERTEX REFINING ALABAMA LLC	\$0.00
EXPRESS PETRO TRANSPORTATION LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
EXPRESS SERVICES, INC. D/B/A EXPRESS EMPLOYMENT PROFESSIONALS	STAFFING AGREEMENT DATED 10/12/2018	VERTEX RECOVERY, L.P.	\$0.00
EXTREME NITROGEN, LLC	PURCHASE CONTRACT DATED 07/01/2023	VERTEX REFINING ALABAMA LLC	\$8,840.81
FASTENAL COMPANY	AGREEMENT DATED 07/21/2019	VERTEX RECOVERY, L.P.	\$0.00
FILTER RESOURCES INC.	PURCHASE CONTRACT DATED 03/01/2018	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 05/01/2024	VERTEX REFINING ALABAMA LLC	\$14,540.00
FITZGERALD TRANSLOADING INC	LEASE DATED 11/01/2019	VERTEX ENERGY OPERATING, LLC	\$0.00
FLORIDA ROCK AND TANK LINES	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
FLOYD V. PERCIVAL 1999 TRUST	LEASE DATED 06/01/2018	H&H OIL, L.P.	\$0.00
FORD MOTOR COMPANY AUTHORIZATION	FLEET MANAGEMENT SUBSCRIPTION SERVICES DATED 03/13/2023	VERTEX REFINING ALABAMA LLC	\$0.00
FORT WORTH & WESTERN RAILROAD COMPANY			\$0.00

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Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
	FIRST AMENDMENT TO TEAM TRACK AGREEMENT DATED 04/08/2020 TEAM TRACK AGREEMENT DATED 07/01/2018	VERTEX ENERGY, INC. VERTEX ENERGY, INC.	
FOURPOINTS ADVISORS			\$0.00
FREEPOINT COMMODITIES LLC	PURCHASE CONTRACT DATED 05/20/2024	VERTEX REFINING ALABAMA LLC	
	AMENDMENT TO COMMODITY AGREEMENT DATED 12/01/2023 SALE AGREEMENT DATED 02/28/2024 SALE AGREEMENT DATED 04/02/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
G.E.O. HEAT EXCHANGER'S & FIELD SERVICES, LLC			\$0.00
GARTNER, INC	PURCHASE CONTRACT DATED 09/20/2023	VERTEX REFINING ALABAMA LLC	
GEMINI MOTOR TRANSPORT, LP	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
GENESIS TECHNICAL STAFFING, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$1,613.10
	GENERAL STAFFING AGREEMENT ADDENDUM DATED 10/02/2023 PURCHASE CONTRACT DATED 08/15/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
GHX INDUSTRIAL, LLC			\$190,320.90
GLENN MACHINE WORKS, INC	PURCHASE CONTRACT DATED 10/01/2023	VERTEX REFINING ALABAMA LLC	\$12,345.52
GLOBAL AEROSPACE	PURCHASE CONTRACT DATED 03/29/2024	VERTEX REFINING ALABAMA LLC	\$0.00
GOC, LTD.	INSURANCE POLICY NUMBER: 9032529 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
GREAT LAKES PETROLEUM CO.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
NAME ON FILE	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
GREYSTONE INDUSTRIES LLC	EMPLOYMENT AGREEMENT DATED 12/01/2022	VERTEX ENERGY, INC.	\$0.00
GROENDYKE TRANSPORT, INC.	PURCHASE CONTRACT DATED 12/04/2023	VERTEX REFINING ALABAMA LLC	\$0.00
GROUP 1 AUTOMOTIVE, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
	FIRST AMENDMENT TO AGREEMENT DATED 05/06/2019 PURCHASE AGREEMENT DATED 05/06/2019 SECOND AMENDMENT TO AGREEMENT DATED 05/06/2021	VERTEX ENERGY, INC. VERTEX ENERGY, INC. VERTEX ENERGY, INC.	
GROUP ARK INS LTD BERMUDA SSM PO			\$0.00
GROUP PETROLEUM SERVICES	INSURANCE POLICY NUMBER: EI2400188/YLA24NA02523 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
GULF STATES ENGINEERING, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
HACH COMPANY	PURCHASE CONTRACT DATED 09/01/2023	VERTEX REFINING ALABAMA LLC	\$711.00
	AMENDING AGREEMENT DATED 03/11/2023 PURCHASE CONTRACT DATED 03/11/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HALDOR TOPSOE, INC.			\$0.00
	CATALYST SUPPLY AGREEMENT DATED 01/13/2022 ENGINEERING AGREEMENT DATED 01/13/2022 GUARANTEE AGREEMENT DATED 01/11/2022 LICENSE AGREEMENT DATED 01/13/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HAMILTON			\$0.00
	INSURANCE POLICY NUMBER: ENVXSHI207457-02 DATED 04/01/2024 INSURANCE POLICY NUMBER: ENVXSS221147-02 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HAMILTON BDA			\$0.00
HAMILTON INSURANCE DAC	INSURANCE POLICY NUMBER: EI2400012/CX2418073 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
HARGROVE AND ASSOCIATES, INC.	INSURANCE POLICY NUMBER: ENGXSHI422665 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$495,153.64
HEAT TRANSFER RESEARCH, INC	PURCHASE CONTRACT DATED 08/30/2023	VERTEX REFINING ALABAMA LLC	\$0.00
HELIX (SOMERS RE) BDA SSM PO	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
HELIX BDA S15M PART OF	INSURANCE POLICY NUMBER: EI2400026/AU2300628 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
HITACHI HIGH-TECH ANALYTICAL SCIENCE	INSURANCE POLICY NUMBER: EI2400015/CASFO200292PF2024 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
HMT LLC	SERVICE AGREEMENT DATED 07/31/2020	CEDAR MARINE TERMINALS, LP	\$0.00
	AMENDING AGREEMENT DATED 12/01/2022 PURCHASE CONTRACT DATED 03/31/2024 PURCHASE CONTRACT DATED 12/01/2022 VRA 17 AMENDING AGREEMENT DATED 03/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HOBRE USA			\$62,937.00
HOIST & CRANE SERVICE GROUP, INC.	PURCHASE CONTRACT DATED 02/15/2024	VERTEX REFINING ALABAMA LLC	\$5,460.28
	AMENDING AGREEMENT DATED 04/29/2020 AMENDING AGREEMENT DATED 04/29/2021 AMENDING AGREEMENT DATED 08/02/2016 AMENDING AGREEMENT DATED 10/30/2015 AMENDING AGREEMENT DATED 12/16/2020 AMENDING AGREEMENT DATED 12/18/2019 PURCHASE CONTRACT DATED 02/01/2021 PURCHASE CONTRACT DATED 12/05/2012	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HONEYWELL BV			\$0.00
HOUSTON METRO	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
HPC INDUSTRIAL GROUP	REVENUE CONTRACT DATED 03/01/2019	H&H OIL, L.P.	\$0.00
HSI WORKPLACE COMPLIANCE SOLUTIONS	AMENDING AGREEMENT DATED 02/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
HUGHES COMPANIES, INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
HYDRAULIC CRANE SPECIALISTS, INC.	PURCHASE CONTRACT DATED 08/01/2023	VERTEX REFINING ALABAMA LLC	\$4,411.22
	AMENDING AGREEMENT DATED 04/01/2023 PURCHASE CONTRACT DATED 02/01/2019	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
HYDROCHEM PSC			\$0.00
IHS GLOBAL INC	AMENDING AGREEMENT DATED 02/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
INDUSTRIAL BOILER AND MECHANICAL CO., INC	ORDER FORM DATED 06/06/2022	VERTEX REFINING ALABAMA LLC	\$0.00
INDUSTRIAL GAS COMMERCIAL ADVISORS, LLC	PURCHASE CONTRACT DATED 08/28/2023	VERTEX REFINING ALABAMA LLC	\$0.00
INDUSTRIAL SPECIALTY SERVICES LLC USA	CONSULTING AGREEMENT DATED 07/14/2023	VERTEX ENERGY OPERATING, LLC	\$0.00
INDUSTRIAL VALVE SALES & SERVICE LLC	AGREEMENT AND FORMATION OF CONTRACTS DATED 11/01/2022	VERTEX REFINING ALABAMA LLC	\$123,225.00
INDUSTRIAL VIBRATION CONSULTANTS, INC.	PURCHASE CONTRACT DATED 03/01/2023	VERTEX REFINING ALABAMA LLC	\$4,722.00
INFRONT DEVICES AND SYSTEMS LLC	TERMS AND CONDITIONS AND ALL RELATED DOCUMENTS DATED 10/24/2018	VERTEX ENERGY, INC.	\$0.00
INSPECTION LOGIC CORPORATION	PURCHASE CONTRACT DATED 05/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
IPFS CORPORATION	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$282,986.92
	PREMIUM FINANCING AGREEMENT NUMBER: 27206065 DATED 08/10/2024 PURCHASE CONTRACT DATED 05/01/2024	VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC	
IRIS INSPECTION, INC.			\$121,951.25
IRONSHORE	PURCHASE CONTRACT DATED 08/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
	INSURANCE POLICY NUMBER: IEELPLLCHB6Y003 DATED 04/01/2024 INSURANCE POLICY NUMBER: IEELPLLCHB7B003 DATED 04/01/2024 INSURANCE POLICY NUMBER: IEPUW0030640300 DATED 07/10/2024 INSURANCE POLICY NUMBER: XSCUW0030640400 DATED 07/10/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX ENERGY, INC.	

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
ISC CONSTRUCTORS, LLC	PURCHASE CONTRACT DATED 01/01/2023	VERTEX REFINING ALABAMA LLC	\$57,798.70
IVAN WARE AND SON, INC.			\$0.00
J CON FARMS INC	RENTAL EQUIPMENT AGREEMENT DATED 04/20/2018	VERTEX ENERGY, INC.	\$0.00
J. REYES TIRE SERVICE	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
J.H. WRIGHT & ASSOCIATES	COMMERCIAL LEASE AGREEMENT DATED 09/02/2019	VERTEX ENERGY, INC.	\$0.00
J.J. KELLER & ASSOCIATES, INC.	PURCHASE CONTRACT – GOODS AND SERVICES DATED 01/01/2021	VERTEX REFINING ALABAMA LLC	\$0.00
NAME ON FILE	ENTERPRISE ONLINE USE AGREEMENT DATED 12/08/2020	VERTEX ENERGY, INC.	\$0.00
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 04/18/2024 ¹	VERTEX ENERGY, INC.	\$0.00
JANI-KING	EMPLOYMENT AGREEMENT DATED 05/01/2021	VERTEX ENERGY OPERATING, LLC	\$2,822.40
NAME ON FILE	SERVICE AGREEMENT AND ALL RELATED DOCUMENTS DATED 10/01/2022	VERTEX REFINING LA, LLC	\$0.00
JOHN CRANE INC.	EMPLOYMENT AGREEMENT DATED 02/01/2023 ¹	VERTEX ENERGY, INC.	\$0.00
JOHN CRANE UK LTD	AMENDING AGREEMENT DATED 12/01/2017	VERTEX REFINING ALABAMA LLC	\$0.00
	PURCHASE CONTRACT DATED 08/26/2013	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 09/30/2013	VERTEX REFINING ALABAMA LLC	
JOHN L BURKHEAD, INC.	ENTERPRISE FRAMEWORK AGREEMENT DATED 12/01/2012	VERTEX REFINING ALABAMA LLC	\$0.00
	FRAMEWORK AGREEMENT DATED 01/12/2017	VERTEX REFINING ALABAMA LLC	
JOHN ZINK COMPANY, LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$11,623.00
JORDAN PILE DRIVING INC	PURCHASE CONTRACT DATED 05/01/2019	VERTEX REFINING ALABAMA LLC	\$25,000.00
	PURCHASE CONTRACT DATED 10/19/2016	VERTEX REFINING ALABAMA LLC	
NAME ON FILE	PURCHASE CONTRACT DATED 07/22/2024	VERTEX REFINING ALABAMA LLC	\$0.00
JOYA INVESTMENTS, LLC	EMPLOYMENT AGREEMENT DATED 08/29/2024 ¹	VERTEX ENERGY, INC.	\$228.27
JUNCTION FUELS, LLC	ARCHITECTURAL PLAN DATED 08/30/2023	VERTEX ENERGY OPERATING, LLC	\$0.00
KAG SPECIALTY PRODUCTS GROUP LLC DBA TRANSPORT SERVICE	ACCESS AND SERVICES AGREEMENT DATED 03/01/2024	H&H OIL, L.P.	\$0.00
KELVION PRODUCTS, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$249,000.00
KIPPERS COMMUNICATIONS INC	PURCHASE CONTRACT DATED 05/01/2023	VERTEX REFINING ALABAMA LLC	\$3,616.93
	PURCHASE CONTRACT DATED 06/15/2020	VERTEX REFINING ALABAMA LLC	
KOCH ENGINEERED SOLUTIONS LLC (JOHN ZINK)	PURCHASE CONTRACT DATED 01/10/2023	VERTEX REFINING ALABAMA LLC	\$0.00
KOCH SPECIALTY PLANT SERVICES, LLC	PURCHASE CONTRACT DATED 12/21/2020	VERTEX REFINING ALABAMA LLC	\$0.00
L&B TRANSPORT LLC	PURCHASE CONTRACT DATED 08/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
LEGEND, LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
LEUF OF FLORIDA INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
LIBERTY S10M PO	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
LIBERTY BDA S15M PO	INSURANCE POLICY NUMBER: EI2400025/100049811203 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LINDE GAS LLC	INSURANCE POLICY NUMBER: EI2400032 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$2,559.76
LINDE GAS NORTH AMERICA, LLC	GROUND LEASE AGREEMENT DATED 01/12/2006	VERTEX REFINING ALABAMA LLC	\$0.00
	HYDROGEN AND STEAM SUPPLY AGREEMENT DATED 01/12/2006	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NO. 4 DATED 02/01/2012	VERTEX REFINING ALABAMA LLC	
LINDE GAS USA LLC	AMENDMENT NUMBER FIVE DATED 11/19/2018	VERTEX REFINING ALABAMA LLC	\$0.00
	AMENDMENT NUMBER THREE TO THE HYDROGEN AND STEAM SUPPLY AGREEMENT DATED 01/12/2006	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NUMBER TWO DATED 11/01/2007	VERTEX REFINING ALABAMA LLC	
LLOYDS	AMENDMENT NUMBER ONE DATED 05/01/2007	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS S12.5M 15% OP ENERGY; 10% ASC 1414	INSURANCE POLICY NUMBER: MSS7178 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS S15M PO	INSURANCE POLICY NUMBER: MSS6749 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS S21M 7% APL 1969; 5% OPENERGY; 20% QBE; 10% CNP 4444	INSURANCE POLICY NUMBER: MSS7183 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS S30M 40% QBE; 10% CNP 4444; 10% OPENERGY	INSURANCE POLICY NUMBER: MSS6752 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS S5M 5% BRT 2987; 5% KII 9029	INSURANCE POLICY NUMBER: MSS6751 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS 1414 ACS S5M PO	INSURANCE POLICY NUMBER: MSS6976 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS 22.14% LLOYDS (\$2.5M) PO IGO 1301 (\$5.25M) PO EQU 9533	INSURANCE POLICY NUMBER: MSS6750 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS 40% SCOR; 20% EMERALD; 20% ARCADIAN; 20% MARKEL	INSURANCE POLICY NUMBER: MSS7180 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS 60% QBE; 10% IGO 1301	INSURANCE POLICY NUMBER: MSS7181 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LLOYDS 65% APL 1969; 20% OPENERGY; 15% AML 2001	INSURANCE POLICY NUMBER: MSS6753 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LOCKTON COMPANIES, LLC	INSURANCE POLICY NUMBER: MSS7179 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
LONESTAR FORKLIFT	BROKER AGREEMENT	VERTEX ENERGY, INC.	\$0.00
LOWER COLORADO RIVER AUTHORITY	TERMS AND CONDITIONS DATED 04/19/2021	VERTEX ENERGY, INC.	\$0.00
MACQUARIE BANK LIMITED	AMENDMENT NO 1 DATED 06/01/2020	H&H OIL, L.P.	\$0.00
	SERVICES CONTRACT DATED 07/30/2018	H&H OIL, L.P.	
MACQUARIE ENERGY NORTH AMERICA TRADING INC	2002 MASTER AGREEMENT DATED 03/31/2022	VERTEX REFINING ALABAMA LLC	\$0.00
	AMENDMENT AGREEMENT TO THE ISDA 2022 MASTER AGREEMENT DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AMENDED AND RESTATED FEE LETTER DATED 09/25/2024	VERTEX ENERGY, INC.	\$0.00
	AMENDED AND RESTATED FEE LETTER DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	
	AMENDED AND RESTATED FEE LETTER DATED 09/25/2024	VERTEX RENEWABLES ALABAMA LLC	
	AMENDED AND RESTATED STORAGE FACILITIES AGREEMENT DATED 09/25/2024	VERTEX ENERGY, INC.	
	AMENDED AND RESTATED STORAGE FACILITIES AGREEMENT DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	
	AMENDED AND RESTATED STORAGE FACILITIES AGREEMENT DATED 09/25/2024	VERTEX RENEWABLES ALABAMA LLC	
	AMENDED AND RESTATED SUPPLY AND OFFTAKE AGREEMENT DATED 09/25/2024	VERTEX ENERGY, INC.	
	AMENDED AND RESTATED SUPPLY AND OFFTAKE AGREEMENT DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	
	AMENDED AND RESTATED SUPPLY AND OFFTAKE AGREEMENT DATED 09/25/2024	VERTEX RENEWABLES ALABAMA LLC	
	AMENDMENT AGREEMENT DATED 04/01/2022	VERTEX ENERGY, INC.	
	AMENDMENT AGREEMENT NO.4 DATED 05/17/2024	VERTEX ENERGY, INC.	
	AMENDMENT NO. 2 TO SUPPLY AND OFFTAKE AGREEMENT DATED 09/01/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NO.3 DATED 12/08/2023	VERTEX REFINING ALABAMA LLC	
	AMENDMENT NO.5 DATED 05/23/2024	VERTEX REFINING ALABAMA LLC	
	AMENDMENT TO FINANCING AGREEMENT DATED 01/06/2023	VERTEX REFINING ALABAMA LLC	
	ASSURANCE AND AMENDMENT AND RESTATEMENT AGREEMENT DATED 09/25/2024	VERTEX ENERGY, INC.	
	ASSURANCE AND AMENDMENT AND RESTATEMENT AGREEMENT DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	
	ASSURANCE AND AMENDMENT AND RESTATEMENT AGREEMENT DATED 09/25/2024	VERTEX RENEWABLES ALABAMA LLC	
	CONFORMED COPY OF THE INDEPENDENT AMOUNT LETTER DATED 09/25/2024	VERTEX ENERGY, INC.	
	CONFORMED COPY OF THE INDEPENDENT AMOUNT LETTER DATED 09/25/2024	VERTEX REFINING ALABAMA LLC	

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
	CONFORMED COPY OF THE INDEPENDENT AMOUNT LETTER DATED 09/25/2024 CONSENT TO STORAGE AND USAGE AGREEMENT DATED 09/01/2023 CONTRACT PERFORMANCE SERVICES DATED 04/01/2022 FEE LETTER DATED 05/26/2023 FIFTH LIMITED CONSENT DATED 08/23/2024 FOURTH LIMITED CONSENT DATED 07/24/2024 GUARANTY DATED 04/01/2022 GUARANTY DATED 05/26/2023 GUARANTY DATED 05/26/2023 GUARANTY DATED 05/26/2023 IA LETTER DATED 05/26/2023 INVENTORY SALES AGREEMENT DATED 04/01/2022 INVENTORY SALES AGREEMENT DATED 05/26/2023 MASTER CRUDE OIL AND PRODUCTS AGREEMENT DATED 04/01/2022 MASTER PERMITTED FEEDSTOCK AND RENEWABLE PRODUCTS AGREEMENT DATED 05/26/2023 PLEDGE AND SECURITY AGREEMENT DATED 04/01/2022 PLEDGE AND SECURITY AGREEMENT DATED 05/26/2023 POTENTIAL RENEWABLE FEEDSTOCKS INTERMEDIATION DATED 04/03/2023 SECOND AMENDED AND RESTATED INTERCREDITOR AGREEMENT DATED 06/03/2024 SECOND LIMITED CONSENT DATED 06/18/2024 STORAGE & SERVICES AGREEMENT DATED 04/01/2022 STORAGE & SERVICES AGREEMENT DATED 05/26/2023 STORAGE RIGHTS AGREEMENT DATED 04/01/2022 STORAGE RIGHTS AGREEMENT DATED 05/26/2023 STORAGE RIGHTS AGREEMENT DATED 09/01/2023 STORAGE RIGHTS AGREEMENT DATED 12/08/2023 SUPPLY AND OFFTAKE AGREEMENT DATED 04/01/2022 SUPPLY AND OFFTAKE AGREEMENT DATED 06/01/2023 SUPPLY AND OFFTAKE AGREEMENT DATED 06/11/2024 SUPPLY AND OFFTAKE AGREEMENT INDEPENDENT AMOUNT DATED 04/01/2022 THIRD LIMITED CONSENT DATED 06/25/2024	VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX RENEWABLES ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	
MAGELLAN TERMINALS HOLDINGS, L.P.	AMENDMENT I DATED 05/01/2008 AMENDMENT I TO TERMINALING SERVICES AGREEMENT DATED 05/01/2008 AMENDMENT II DATED 05/01/2013 AMENDMENT II DATED 10/22/2012 AMENDMENT II TO TERMINALING SERVICES AGREEMENT DATED 05/01/2013 AMENDMENT III DATED 10/10/2022 OPERATION AND MAINTENANCE AGREEMENT DATED 11/03/2010 SECOND AMENDMENT TO LAND LEASE DATED 03/11/2011	VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC	\$0.00
MAMMOET USA SOUTH, INC.	AMENDING AGREEMENT DATED 03/31/2023 PURCHASE CONTRACT DATED 04/15/2019 PURCHASE CONTRACT DATED 11/01/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
MANAGEMENT CONTROLS, INC.	STATEMENT OF WORK DATED 08/05/2021	VERTEX REFINING ALABAMA LLC	\$64,923.70
MARINE SYSTEMS INC	PURCHASE CONTRACT DATED 12/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
MARITIME PARTNERS SERVICES, LLC	BAREBOAT CHARTER DATED 01/04/2023 BARGE LEASE AGREEMENT DATED 09/14/2022 GUARANTY AGREEMENT DATED 01/04/2023 GUARANTY AGREEMENT DATED 09/14/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC	\$0.00
MARKEL	INSURANCE POLICY NUMBER: MKLV4EFX105815 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
MARKEL_BDA	INSURANCE POLICY NUMBER: EI2400023/AU2300625 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
MARRERO TERMINAL LLC	FIRST AMENDMENT TO LAND LEASE DATED 10/29/2009 FIRST AMENDMENT TO NOTICE OF LEASE AGREEMENT DATED 10/29/2008 LAND LEASE DATED 04/30/2008 NOTICE OF LEASE AGREEMENT DATED 04/30/2008 TERMINALING SERVICES AGREEMENT DATED 05/01/2008 TERMINALING SERVICES AGREEMENT DATED 05/01/2008	VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC	\$0.00
MARTIN MARIETTA MATERIALS, INC.	SERVICES AGREEMENT DATED 11/22/2016	H&H OIL, L.P.	\$0.00
MARTIN TRANSPORT INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
MATHESON TRI-GAS INC.	HYDROGEN AND STEAM SUPPLY AGREEMENT DATED 01/12/2006 AND ALL RELATED AMENDMENTS	VERTEX REFINING ALABAMA LLC	\$0.00
MCGRUFF INSURANCE SERVICES, INC	BROKER AGREEMENT	VERTEX ENERGY, INC.	\$0.00
MERICHEM COMPANY	ASSIGNMENT #1 OF PROCESS LICENSE AGREEMENT DATED 05/24/2007 PROCESS LICENSE AGREEMENT DATED 05/24/2007	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 09/24/2024 ¹	VERTEX ENERGY, INC.	\$0.00
MISSION VENTURES LLC D/B/A MISSION CHEMICAL	PURCHASE CONTRACT DATED 03/14/2023	VERTEX REFINING ALABAMA LLC	\$0.00
MISSISSIPPI TRANSPORTERS INC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
MITEL	SERVICE AGREEMENT AND ALL RELATED DOCUMENTS	VERTEX ENERGY, INC.	\$0.00
MOBILE GAS SERVICE CORPORATION	CONTRACT FOR INDUSTRIAL GAS SERVICE DATED 12/01/1991 INDUSTRIAL TRANSPORTATION SERVICE AGREEMENT DATED 05/25/2017 OPERATING AND MAINTENANCE AGREEMENT DATED 05/25/2017	VERTEX ENERGY OPERATING, LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$51,073.62
MONARCH SOLUTIONS, LLC	PURCHASE CONTRACT DATED 08/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
MORIN REPAIR SERVICES	PURCHASE CONTRACT DATED 02/06/2020	VERTEX REFINING ALABAMA LLC	\$294,265.25
MOTOROLA SOLUTIONS INC.	COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT DATED 12/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
MRC GLOBAL (US) INC.	MASTER SUPPLY AGREEMENT DATED 10/01/2021 PURCHASE CONTRACT DATED 10/01/2022	VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC	\$91,405.55
NALCO COMPANY LLC	PURCHASE CONTRACT DATED 10/01/2022	VERTEX REFINING ALABAMA LLC	\$0.00
NAVIGATORS	INSURANCE POLICY NUMBER: NY24XSP0BW6DZNC DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
NDT GLOBAL LLC	PURCHASE CONTRACT DATED 04/01/2022 PURCHASE CONTRACT DATED 11/03/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
NES GLOBAL LLC	PURCHASE CONTRACT DATED 08/09/2023	VERTEX REFINING ALABAMA LLC	\$23,060.00
NEW ORLEANS AND GULFCOAST RAILWAY COMPANY	NON-HAZARDOUS EMPTY CAR STORAGE AGREEMENT DATED 01/01/2015	VERTEX REFINING LA, LLC	\$0.00
NICKCO RECYCLING, INC.	COMMERCIAL LEASE DATED 05/01/2017 FIRST AMENDMENT TO LAND LEASE DATED 03/13/2020 LEASE EXTENSION AGREEMENT DATED 02/28/2021 LEASE EXTENSION AGREEMENT DATED 02/28/2021 NOTICE OF COMMERCIAL LEASE WITH OPTION TO PURCHASE DATED 05/01/2017 SECOND AMENDMENT TO COMMERCIAL LEASE DATED 08/04/2020	VERTEX RECOVERY, L.P. VERTEX RECOVERY, L.P. VERTEX RECOVERY, L.P. VERTEX RECOVERY, L.P. VERTEX RECOVERY, L.P. VERTEX RECOVERY, L.P.	\$0.00
NITRO-LIFT TECHNOLOGIES, LLC	PURCHASE CONTRACT DATED 08/16/2022	VERTEX REFINING ALABAMA LLC	\$36,448.58
NORFOLK SOUTHERN RAILWAY COMPANY	OPTION AGREEMENT DATED 09/18/2023	VERTEX REFINING ALABAMA LLC	\$67,339.98
NORTH WIND FABRICATION	PURCHASE CONTRACT DATED 03/29/2023	VERTEX REFINING ALABAMA LLC	\$9,003.18
NVENT THERMAL LLC	PURCHASE CONTRACT DATED 03/20/2023	VERTEX REFINING ALABAMA LLC	\$0.00
OCIL	INSURANCE POLICY NUMBER: EXS-154759-02 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
OHMSTEDE INDUSTRIAL SERVICES, INC.			\$0.00

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Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
OLEO-X LLC	PURCHASE CONTRACT DATED 05/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
OMEGA REFINING, LLC	OLEO-X TRADE CONFIRMATION DATED 02/20/2024	VERTEX RENEWABLES ALABAMA LLC	\$0.00
ONLINE TOOLWORKS CORPORATION	ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 05/02/2014 ASSIGNMENT OF LEASES AGREEMENT DATED 05/02/2014	VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC	\$0.00
ORACLE AMERICA INC	SERVICE AGREEMENT	VERTEX ENERGY, INC.	\$0.00
ORCUS FIRE & RISK INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
ORION ENGINEERING, PC D/B/A ORION ENGINEERS AND CONSTRUCTORS	PURCHASE CONTRACT DATED 07/20/2023	VERTEX REFINING ALABAMA LLC	\$0.00
OWENSBORO GRAIN COMPANY, LLC	PURCHASE CONTRACT DATED 11/01/2022	VERTEX REFINING ALABAMA LLC	\$0.00
PACE ANALYTICAL SERVICES	PURCHASE AGREEMENT DATED 11/30/2022 SALES CONTRACT DATED 11/30/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$4,380.10
PAN AMERICAN RAILWAY COMPANY	CONTRACT FOR ENVIRONMENTAL LAB SERVICES DATED 05/22/2017	VERTEX ENERGY, INC.	\$11,088.00
PANAMETRICS LLC	RIDER #002 DATED 01/27/2015	VERTEX ENERGY OPERATING, LLC	\$0.00
PARKER-HANNIFIN CORP. DBA FILTER RESOURCES INC.	PURCHASE CONTRACT DATED 01/03/2023	VERTEX REFINING ALABAMA LLC	\$0.00
PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC.	AMENDING AGREEMENT DATED 06/30/2021 AMENDING AGREEMENT DATED 11/30/2021 PURCHASE CONTRACT DATED 01/01/2018	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
PATRIOT SERVICES LLC	PURCHASE CONTRACT DATED 07/30/2019	VERTEX REFINING ALABAMA LLC	\$0.00
PENHALL COMPAN	PURCHASE AGREEMENT DATED 03/06/2023	VERTEX REFINING ALABAMA LLC	\$0.00
PENN TANK LINES, INC.	PURCHASE CONTRACT DATED 09/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
PERFORMANCE CONTRACTORS INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$231,635.75
PERKIN ELMER	PURCHASE CONTRACT DATED 01/01/2020	VERTEX REFINING ALABAMA LLC	\$315.00
PERSONS SERVICES CORP.	MAINTENANCE AGREEMENT DATED 09/09/2020	VERTEX REFINING LA, LLC	\$0.00
PETCO	PURCHASE CONTRACT DATED 04/22/2024	VERTEX REFINING ALABAMA LLC	\$0.00
PHILLIPS 66 COMPANY	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
PHOENIX POLLUTION CONTROL & ENVIRONMENTAL SERVICES, INC.	CORPORATE GUARANTY DATED 01/02/2024	H&H OIL, L.P.	\$18,139.13
PILOT TRAVEL CENTERS	MASTER SERVICE AGREEMENT DATED 06/05/2013 MASTER SERVICE AGREEMENT DATED 11/26/2013	H&H OIL, L.P. H&H OIL, L.P.	\$0.00
PITNEY BOWES	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
PLAINS MARKETING, L.P.	LEASE AGREEMENT DATED 06/13/2019	VERTEX RECOVERY, L.P.	\$15,843.03
PLAQUEMINES HOLDINGS, LLC	TERMINAL SERVICES AGREEMENT 03/01/2015 AMENDMENT TO TERMINAL SERVICES AGREEMENT 07/15/2015 AMENDMENT TO TERMINAL SERVICES AGREEMENT 03/01/2019 AMENDMENT TO TERMINAL SERVICES AGREEMENT 05/01/2023 FIRST AMENDMENT TO TERMINAL SERVICES AGREEMENT 07/15/2015 SECOND AMENDMENT TO TERMINAL SERVICES AGREEMENT 03/01/2019 THIRD AMENDMENT TO TERMINAL SERVICES AGREEMENT 07/01/2022 FOURTH AMENDMENT TO TERMINAL SERVICES AGREEMENT 11/15/2022 FIFTH AMENDMENT TO TERMINAL SERVICES AGREEMENT 05/01/2023 SIXTH AMENDMENT TO TERMINAL SERVICES AGREEMENT 02/01/2024 CONSENT TO STORAGE AND USAGE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$55,065.17
POET NUTRITION LLC	ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE DATED 05/25/2012 COMMERCIAL LEASE DATED 05/25/2012 FIRST AMENDMENT TO COMMERCIAL LEASE DATED 04/01/2013 NOTICE OF LEASE AGREEMENT DATED 05/30/2012 NOTICE OF LEASE AGREEMENT DATED 07/30/2012 SECOND AMENDMENT TO COMMERCIAL LEASE DATED 09/04/2015 THIRD AMENDMENT TO COMMERCIAL LEASE DATED 11/09/2021	VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC VERTEX REFINING LA, LLC	\$0.00
POWELL ELECTRICAL SYSTEMS, INC.	SALES CONTRACT - FLAT DATED 11/20/2023	VERTEX ENERGY, INC.	\$0.00
PPM CONSULTANTS, INC.	ASSIGNMENT LETTER DATED 07/22/2021 PURCHASE CONTRACT DATED 10/01/2020	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$18,389.81
PRECISION ENGINEERING INC	AMENDING AGREEMENT # 3 DATED 03/26/2024 AMENDING AGREEMENT #2 DATED 04/01/2020 AMENDING AGREEMENT DATED 03/31/2022 AMENDING AGREEMENT DATED 04/01/2019 PURCHASE CONTRACT DATED 03/26/2016 PURCHASE CONTRACT DATED 03/28/2016	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
PRICE FORBES	PURCHASE CONTRACT DATED 01/15/2021	VERTEX REFINING ALABAMA LLC	\$0.00
PUCKETT OIL COMPANY, INC.	INSURANCE POLICY NUMBER: MSS7190 DATED 04/01/2024 INSURANCE POLICY NUMBER: MSS7191 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
QUALA INDUSTRIAL SERVICES	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$101,947.75
QUEST INTEGRITY USA, LLC	ENVIRONMENTAL AND INDUSTRIAL CLEANING AGREEMENT	VERTEX REFINING LA, LLC	\$0.00
R.B. STEWART PETROLEUM	AMENDING AGREEMENT DATED 05/02/2024 PURCHASE CONTRACT DATED 09/25/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
R.J. O'BRIEN & ASSOCIATES, LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
RCP INC.	INTERNATIONAL UNIFORM BROKERAGE EXECUTION SERVICES ("GIVE-UP") AGREEMENT: CUSTOMER VERSION 2017 DATED 06/05/2024	VERTEX ENERGY, INC.	\$0.00
REACTOR RESOURCES, LLC	PURCHASE CONTRACT DATED 12/01/2021	VERTEX REFINING ALABAMA LLC	\$0.00
REDD PEST SOLUTIONS OF THE SE, INC.	PURCHASE CONTRACT DATED 08/22/2023	VERTEX REFINING ALABAMA LLC	\$0.00
REFINED TECHNOLOGIES, INC.	AMENDING AGREEMENT DATED 01/01/2024 PURCHASE CONTRACT DATED 01/01/2019 REDD PEST SOLUTIONS SERVICE AGREEMENT DATED 04/25/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC.	\$80,391.00
RETIF OIL & FUEL, LLC	AMENDING AGREEMENT DATED 01/05/2022 AMENDING AGREEMENT DATED 03/31/2022 AMENDING AGREEMENT DATED 03/31/2023 AMENDING AGREEMENT DATED 04/01/2021 AMENDING AGREEMENT DATED 07/26/2017 AMENDING AGREEMENT DATED 10/30/2020 PURCHASE CONTRACT DATED 01/16/2012 PURCHASE CONTRACT DATED 05/27/2015	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY OPERATING, LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$1,501.55
	AMENDING AGREEMENT # 4 DATED 03/01/2022 AMENDING AGREEMENT # 5 DATED 01/24/2023 AMENDING AGREEMENT DATED 09/20/2020 AMENDING AGREEMENT DATED 09/22/2017 EQUIPMENT LOAN AGREEMENT DATED 04/01/2022 PURCHASE CONTRACT DATED 09/20/2012	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	

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Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
RICOH			\$0.00
ROLL OUT LOGISTICS	DEALER LEASE AGREEMENT DATED 06/08/2023	VERTEX ENERGY, INC.	\$0.00
RSI LOGISTICS, INC.	COMMERCIAL LEASE DATED 10/16/2023	VERTEX ENERGY, INC.	\$6,594.97
S&P GLOBAL COMMODITY INSIGHTS	SERVICE AGREEMENT DATED 04/01/2016	VERTEX ENERGY, INC.	\$101,755.00
S&S SUPPLIES, INC.	MASTER SUBSCRIPTION AGREEMENT DATED 03/03/2023 SERVICES ATTACHMENT TO MASTER SUBSCRIPTION AGREEMENT FOR USER-BASED SERVICES DATED 03/03/2023	VERTEX ENERGY, INC. VERTEX ENERGY, INC.	\$9,000.00
SAFE HARBOR	PURCHASE CONTRACT DATED 04/06/2023	VERTEX REFINING ALABAMA LLC	\$0.00
SAFeway TRANSPORTATION LLC	INSURANCE POLICY NUMBER: V-17430-23 DATED 10/30/2023 INSURANCE POLICY NUMBER: V-17678-24 DATED 04/01/2024	VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC	\$0.00
SAMUEL CORALUZZO CO, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
SANDERS ENGINEERING AND ANALYTICAL SERVICES INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$26,407.50
SAP AMERICA, INC.	AMENDING AGREEMENT DATED 07/22/2024 AMENDING AGREEMENT DATED 11/21/2019 PURCHASE CONTRACT DATED 07/23/2019	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SCIENTIFIC CERTIFICATION SYSTEMS, INC.	SOFTWARE LICENSE AGREEMENT DATED 09/16/2021	VERTEX ENERGY, INC.	\$0.00
SCOTTSDALE	SCS PROFESSIONAL SERVICES AGREEMENT DATED 10/04/2023	VERTEX REFINING ALABAMA LLC	\$0.00
SECURITY ENGINEERS, INC.	INSURANCE POLICY NUMBER: CPS8019830 DATED 07/10/2024	VERTEX ENERGY, INC.	\$15,810.19
SEI CORPORATE OFFICE	PURCHASE CONTRACT DATED 12/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
SHELL CHEMICAL LP	SCOPE OF SERVICES - UNIFORMED SECURITY OFFICERS DATED 03/07/2024	VERTEX RENEWABLES ALABAMA LLC	\$0.00
SHELL ENERGY NORTH AMERICA (US), L.P.	DEED FOR REFINERY OWNED REAL PROPERTY DATED 04/01/2022 REAL PROPERTY INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SHELL GLOBAL SOLUTIONS (US), INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DATED 04/01/2022 BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DATED 10/04/2024 GUARANTY AGREEMENT DATED 04/01/2022 SENA GUARANTY AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX ENERGY, INC. VERTEX REFINING ALABAMA LLC	\$0.00
SHELL OIL COMPANY	SHELL REFINERY PROCESS LICENSE AGREEMENT DATED 04/01/2022 SHELL SOFTWARE LICENSE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SHELL USA, INC FKA SHELL OIL COMPANY	REAL PROPERTY INTEREST DEED, BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	\$0.00
SHIFTBOARD INC	DEED FOR REFINERY OWNED REAL PROPERTY DATED 04/01/2022 REAL PROPERTY INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SIEMENS AG	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
SIEMENS INDUSTRY INC.	ENTERPRISE FRAMEWORK AGREEMENT DATED 11/01/2011 PURCHASE CONTRACT DATED 11/01/2011	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$103,928.03
SKELTON'S FIRE & EQUIPMENT, INC.	ANALYZER SERVICE AGREEMENT DATED 11/08/2022 PURCHASE CONTRACT DATED 03/01/2018	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$44,472.70
SKM SYSTEMS ANALYSIS INC	AMENDING AGREEMENT DATED 01/01/2023 PURCHASE CONTRACT DATED 01/01/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SMBC RAIL SERVICES LLC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$21,800.00
SOCHEM SOLUTIONS	MASTER LEASE AGREEMENT DATED 03/01/2019 MASTER LEASE AGREEMENT DATED 05/07/2021 MASTER LEASE AGREEMENT DATED 10/12/2022 RENEWAL NO.1 OF RIDER NO.2 DATED 10/25/2023	VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC VERTEX ENERGY OPERATING, LLC	\$66,858.67
SOMPO	AMENDING AGREEMENT # 2 DATED 03/16/2023 AMENDING AGREEMENT #2 DATED 04/01/2023 AMENDING AGREEMENT DATED 10/25/2022 PURCHASE CONTRACT DATED 04/01/2020	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SOUTH PLAINS LAMESA RAILROAD, LTD	INSURANCE POLICY NUMBER: DOX30052609300 (AND D&O TAIL) DATED 01/31/2024	VERTEX REFINING ALABAMA LLC	\$1,400.00
SOUTHERN REGION INDUSTRIAL REALTY, INC.	SOUTH PLAINS LEASE AGREEMENT DATED 06/01/2019	VERTEX ENERGY, INC.	\$0.00
SPECIALTY MACHINE WORKS, INC	ASSIGNMENT AND MODIFICATION AGREEMENT DATED 03/18/2022 LEASE AGREEMENT DATED 03/18/2016	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$3,535.00
SPIRE GULF INC.	PURCHASE CONTRACT DATED 02/16/2024	VERTEX REFINING ALABAMA LLC	\$93,367.08
STACKMATCH FLARE IGNITION, INC.	ASSIGNMENT DATED 10/01/2021 INDUSTRIAL TRANSPORTATION SERVICE AGREEMENT DATED 04/21/2023 OPERATING AND MAINTENANCE AGREEMENT DATED 04/21/2023 OPERATING AND MAINTENANCE AGREEMENT DATED 07/31/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
STANDARD CRANE & HOIST LLC	AMENDING AGREEMENT DATED 01/01/2021 PURCHASE CONTRACT DATED 10/09/2017 PURCHASE CONTRACT DATED 12/07/2012	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
STAPLES CONTRACT & COMMERCIAL, LLC	PURCHASE CONTRACT DATED 08/30/2023	VERTEX REFINING ALABAMA LLC	\$0.00
STARR	AMENDING AGREEMENT DATED 04/01/2019 FRAMEWORK AGREEMENT DATED 04/01/2019	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
STARR \$15M PART OF	INSURANCE POLICY NUMBER: 1000032009241 DATED 04/01/2024 INSURANCE POLICY NUMBER: 1000337917241 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
STARR TECHNICAL RISKS A DIVISION WITHIN STARR COMPANIES	INSURANCE POLICY NUMBER: 1000032011241 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
STONEBRIAR COMMERCIAL FINANCE LLC	INSURANCE POLICY NUMBER: MS-S 7201 D DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
STREAMLINER INC.	ACKNOWLEDGMENT AND CONSENT DATED 09/14/2022	VERTEX ENERGY OPERATING, LLC	\$0.00
STRUCTURAL PRESERVATION SYSTEMS, LLC	STORAGE AREA AGREEMENT	H&H OIL, L.P.	\$0.00
SUEZ WTS USA D/B/A SUEZ WATER TECHNOLOGIES & SOLUTIONS	AMENDING AGREEMENT DATED 05/09/2021 PURCHASE CONTRACT DATED 05/08/2017 PURCHASE CONTRACT DATED 12/01/2021	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	\$0.00
SULZER CHEMTECH USA, INC.	TERMS AND CONDITIONS OF SALE AGREEMENT DATED 03/01/2021	VERTEX ENERGY, INC.	\$33,975.00
SULZER PUMP SERVICES (US) INC	PURCHASE CONTRACT DATED 05/20/2024	VERTEX REFINING ALABAMA LLC	\$1,979.82
SULZER TURBO SERVICES HOUSTON, INC.	PURCHASE CONTRACT DATED 02/15/2024	VERTEX REFINING ALABAMA LLC	\$0.00
SUPERIOR BAY MARINE, LLC	PURCHASE CONTRACT DATED 09/01/2024	VERTEX REFINING ALABAMA LLC	\$320,575.20
	FIRST AMENDMENT TO MASTER FULLY FOUND BOAT CHARTER DATED 03/01/2023 FIRST AMENDMENT TO MASTER FULLY FOUND BOAT CHARTER DATED 03/20/2023 MASTER FULLY FOUND BOAT CHARTER DATED 01/10/2023 MASTER FULLY FOUND BOAT CHARTER DATED 01/11/2023 MASTER FULLY FOUND BOAT CHARTER DATED 01/16/2023 MASTER FULLY FOUND BOAT CHARTER DATED 03/20/2023 MASTER FULLY FOUND BOAT CHARTER DATED 03/24/2023	VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC VERTEX REFINING ALABAMA LLC	

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Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
SWISS RE CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION	MASTER FULLY FOUND BOAT CHARTER DATED 03/31/2023	VERTEX REFINING ALABAMA LLC	\$0.00
	MASTER FULLY FOUND BOAT CHARTER DATED 09/15/2022	VERTEX REFINING ALABAMA LLC	
SYNERGY FUEL TRANSPORT LLC	INSURANCE POLICY NUMBER: MS-S 7201 E DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
SYSTEM SCALE CORPORATION	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$5,756.94
TALA MARINE LLC	PURCHASE CONTRACT DATED 05/16/2023	VERTEX REFINING ALABAMA LLC	\$0.00
TALBOT PREMIUM FINANCING, LLC	BAREBOAT/BARGE CHARTER AGREEMENT DATED 11/01/2022	VERTEX MARINE FUEL SERVICES LLC	\$0.00
TARSCO CONSTRUCTION CORPORATION	PREMIUM FINANCING AGREEMENT NUMBER: 2437417A-1 DATED 03/01/2024	VERTEX ENERGY, INC.	\$0.00
TEAM ONE COMMUNICATIONS, INC.	PURCHASE CONTRACT DATED 03/01/2023	VERTEX REFINING ALABAMA LLC	\$59,663.75
TEJAS OFFICE PRODUCTS INC	AGREEMENT DATED 10/26/2015	VERTEX REFINING ALABAMA LLC	\$6,140.23
	AMENDING AGREEMENT #2 DATED 10/11/2023	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 10/26/2018	VERTEX REFINING ALABAMA LLC	
THE ANDERSONS, INC.	AMENDING AGREEMENT DATED 04/01/2019	VERTEX REFINING ALABAMA LLC	\$0.00
	PURCHASE CONTRACT DATED 02/01/2019	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 04/01/2019	VERTEX REFINING ALABAMA LLC	
THE CIT GROUP/EQUIPMENT FINANCING, INC.	FULL SERVICE LEASE AGREEMENT DATED 02/11/2019	VERTEX ENERGY OPERATING, LLC	\$9,892.89
	FULL SERVICE LEASE AGREEMENT RIDER DATED 04/07/2021	VERTEX ENERGY OPERATING, LLC	
	FULL SERVICE LEASE AGREEMENT RIDER DATED 06/12/2020	VERTEX ENERGY OPERATING, LLC	
THE J.W. & D.J. FIRST FAMILY LIMITED PARTNERSHIP	AMENDMENT NO. 3 DATED 02/01/2023	VERTEX ENERGY OPERATING, LLC	\$0.00
THE LAMAR COMPANIES	LICENSE AGREEMENT DATED 04/30/2018	H&H OIL, L.P.	\$2,417.14
THE MCPHERSON COMPANIES, INC.	LAMAR CONTRACT DATED 12/27/2022	VERTEX ENERGY, INC.	\$0.00
THE OHIO CASUALTY INSURANCE COMPANY	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
THE PARADIGM ALLIANCE INC	ANNUAL RENEWABLE PERFORMANCE BOND DATED 05/13/2022	VERTEX REFINING ALABAMA LLC	\$0.00
THE PARADIGM ALLIANCE INC	PURCHASE CONTRACT DATED 01/01/2021	VERTEX REFINING ALABAMA LLC	\$0.00
THERMO LABSYSTEMS	PURCHASE CONTRACT DATED 01/01/2021	VERTEX REFINING ALABAMA LLC	\$761.39
THOMPSON CARRIERS INC	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
THOMPSON ENGINEERING, INC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$28,083.45
THOMSON REUTERS	PURCHASE CONTRACT DATED 04/10/2023	VERTEX REFINING ALABAMA LLC	\$0.00
THOMSON REUTERS ENTERPRISE CENTRE GMBH	ONESOURCE DETERMINATION PRICING ATTACHMENT DATED 05/31/2022	VERTEX ENERGY, INC.	\$0.00
TIGER-SUL PRODUCTS, LLC	ORDER FORM DATED 05/15/2022	VERTEX ENERGY, INC.	\$0.00
TOMAHAWK CRANE & RIGGING LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
TPS GULF SOUTHEAST LLC	PURCHASE CONTRACT DATED 08/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
TRACERCO US LLC	PURCHASE CONTRACT DATED 03/01/2024	VERTEX REFINING ALABAMA LLC	\$55,672.94
TRADEBE ENVIRONMENTAL SERVICES	PURCHASE CONTRACT DATED 03/06/2023	VERTEX REFINING ALABAMA LLC	\$0.00
TRANSKENTUCKY TRANSPORTATION RAILROAD, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
TRAVIS LEASING, LLC	SERVICE AGREEMENT DATED 11/07/2016	VERTEX ENERGY, INC.	\$0.00
TRINITY CONSULTANTS INC	TERMS AND CONDITIONS OF SALE AGREEMENT DATED 06/01/2021	VERTEX RECOVERY, L.P.	\$0.00
T-SYSTEMS NORTH AMERICA, INC.	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$77,545.98
TURN2 SPECIALTY COMPANIES	STATEMENT OF WORK DATED 03/31/2022	VERTEX REFINING ALABAMA LLC	\$820,953.09
	ANNEX 1: STATEMENT OF WORK DATED 09/16/2021	VERTEX REFINING ALABAMA LLC	
	MASTER SERVICES AGREEMENT DATED 10/01/2021	VERTEX REFINING ALABAMA LLC	
TURNER INDUSTRIES GROUP, LLC	PURCHASE CONTRACT DATED 09/01/2023	VERTEX REFINING ALABAMA LLC	\$3,704,050.59
TYR ENERGY LOGISTICS (MEXICO), LLC	AMENDING AGREEMENT DATED 08/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
	AMENDING AGREEMENT DATED 12/31/2022	VERTEX REFINING ALABAMA LLC	
	PURCHASE CONTRACT DATED 03/11/2019	VERTEX REFINING ALABAMA LLC	
U.S. COPY INC.; DE LAGE LANDEN FINANCIAL SERVICES INC.	THROUGHPUT SERVICES AGREEMENT	H&H OIL, L.P.	\$1,769.24
U.S. POLCO, INC.	EQUIPMENT SERVICE CONTRACT DATED 05/01/2020	VERTEX ENERGY, INC.	\$0.00
UNION TANK CAR COMPANY	RAIL CAR SUBLEASE DATED 12/11/2020	VERTEX ENERGY OPERATING, LLC	\$31,299.54
	RAIL CAR SUBLEASE RIDER DATED 01/31/2020	VERTEX ENERGY OPERATING, LLC	
	RAIL CAR SUBLEASE RIDER DATED 04/13/2018	VERTEX ENERGY OPERATING, LLC	
	RAIL CAR SUBLEASE RIDER DATED 06/01/2016	VERTEX ENERGY OPERATING, LLC	
	RAIL CAR SUBLEASE RIDER DATED 08/06/2020	VERTEX ENERGY OPERATING, LLC	
UNITED COLOR MANUFACTURING INC.	UTLX TERMS AND RENTAL RATES DATED 03/01/2022	VERTEX ENERGY, INC.	\$16,552.80
UNITED RENTALS	FRAMEWORK AGREEMENT FOR PURCHASE OF GOODS AND SERVICES DATED 01/01/2019	VERTEX REFINING ALABAMA LLC	\$436,040.39
	PURCHASE CONTRACT DATED 01/01/2019	VERTEX REFINING ALABAMA LLC	
UNITED STATES ENVIRONMENTAL SERVICES LLC	RENTAL AND SERVICE AGREEMENT DATED 01/05/2021	VERTEX ENERGY, INC.	\$19,523.00
	RENTAL AND SERVICE AGREEMENT DATED 06/25/2020	VERTEX ENERGY, INC.	
	AMENDING AGREEMENT # 1 DATED 03/23/2021	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT #1 DATED 03/23/2021	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT #3 DATED 01/24/2023	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 02/22/2022	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 03/26/2024	VERTEX REFINING ALABAMA LLC	
	AMENDING AGREEMENT DATED 06/04/2020	VERTEX REFINING ALABAMA LLC	
UNIVAR SOLUTIONS USA INC.	PURCHASE CONTRACT DATED 03/23/2018	VERTEX REFINING ALABAMA LLC	\$16,901.84
	CAUSTIC SODA ADDENDUM DATED 04/12/2022	VERTEX ENERGY, INC.	
	MASTER SERVICES AGREEMENT DATED 03/30/2022	VERTEX REFINING ALABAMA LLC	
UOP LLC	MASTER SERVICES AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	\$0.00
UP PROFESSIONAL SOLUTIONS, LLC	ASSIGNMENT AGREEMENT DATED 03/31/2022	VERTEX REFINING ALABAMA LLC	\$0.00
USA DEBUSK LLC	PROFESSIONAL SERVICES AGREEMENT DATED 12/02/2020	VERTEX ENERGY OPERATING, LLC	\$0.00
UTLX	PURCHASE CONTRACT DATED 05/01/2023	VERTEX REFINING ALABAMA LLC	\$0.00
VAREC INC.	DOCUMENT FOUND: EMAIL DATED 07/01/2024	VERTEX ENERGY, INC.	\$0.00
	RENEWAL OF VERTEX ENERGY DATED 11/30/2024	VERTEX ENERGY, INC.	
VELOCITY RAIL SOLUTIONS, INC	PURCHASE CONTRACT DATED 02/19/2024	VERTEX REFINING ALABAMA LLC	\$0.00
VEOLIA NORTH AMERICA FKA SUEZ WTS USA, INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$123,348.77
VERTEX ENERGY OPERATING, LLC	SERVICE AGREEMENT DATED 03/01/2021	VERTEX ENERGY, INC.	\$0.00
VERTEX MARINE FUEL SERVICES LLC	MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT DATED 04/05/2023	VERTEX REFINING ALABAMA LLC	\$0.00
VERTEX REFINING ALABAMA LLC	ECA MARINE FUEL SALES AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
	ULSD SALES AGREEMENT	VERTEX REFINING ALABAMA LLC	

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Contract Counterparty	Contract Description	Debtor Entity	Proposed Cure Amount
	ASSET PURCHASE AGREEMENT DATED 05/15/2023	VERTEX RENEWABLES ALABAMA LLC	
	ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 05/15/2023	VERTEX RENEWABLES ALABAMA LLC	
	BILL OF SALE DATED 05/15/2023	VERTEX RENEWABLES ALABAMA LLC	
	MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT DATED 04/05/2023	VERTEX ENERGY OPERATING, LLC	
	SERVICES, UTILITIES, MISCELLANEOUS, PRODUCTS, AND FACILITIES (SUMPF) AGREEMENT DATED 01/11/2024	VERTEX RENEWABLES ALABAMA LLC	
	SHARED FACILITIES AGREEMENT DATED 05/26/2023	VERTEX RENEWABLES ALABAMA LLC	
VERTEX RENEWABLES ALABAMA LLC	SHARED SERVICES AGREEMENT DATED 05/26/2023	VERTEX RENEWABLES ALABAMA LLC	\$0.00
	ASSET PURCHASE AGREEMENT DATED 05/15/2023	VERTEX REFINING ALABAMA LLC	
	ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 05/15/2023	VERTEX REFINING ALABAMA LLC	
	BILL OF SALE DATED 05/15/2023	VERTEX REFINING ALABAMA LLC	
	SERVICES, UTILITIES, MISCELLANEOUS, PRODUCTS, AND FACILITIES (SUMPF) AGREEMENT DATED 01/11/2024	VERTEX REFINING ALABAMA LLC	
	SHARED FACILITIES AGREEMENT DATED 05/26/2023	VERTEX REFINING ALABAMA LLC	
VESELFINDER LTD	SHARED SERVICES AGREEMENT DATED 05/26/2023	VERTEX REFINING ALABAMA LLC	\$0.00
VIA METROPOLITAN TRANSIT	SERVICE AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
	CONTRACT DATED 05/08/2018	H&H OIL, L.P.	
	CONTRACT MODIFICATION DATED 07/23/2020	H&H OIL, L.P.	
VIKING TRANSPORT INC.	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$0.00
W.E. STRUCTURAL ENGINEERING	PURCHASE CONTRACT DATED 11/13/2023	VERTEX REFINING ALABAMA LLC	\$0.00
WARING OIL COMPANY LLC	CARRIER ACCESS AGREEMENT	VERTEX REFINING ALABAMA LLC	\$44,392.45
WELLS FARGO FINANCIAL LEASING, INC.	AMENDMENT TO IMAGE MANAGEMENT AGREEMENT DATED 04/16/2019	VERTEX ENERGY, INC.	\$0.00
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 08/29/2024 ¹	VERTEX ENERGY, INC.	\$0.00
WESTCHESTER	INSURANCE POLICY NUMBER: G72568242003 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
WHITE BEAR	INSURANCE POLICY NUMBER: MSS7176 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
	INSURANCE POLICY NUMBER: MSS7177 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
WILASH, LLC	BUSINESS DEVELOPMENT AGREEMENT DATED 04/01/2022	VERTEX ENERGY OPERATING, LLC	\$0.00
WILLIAMS SCOTSMAN, INC.	LEASE AGREEMENT DATED 01/12/2023	VERTEX REFINING ALABAMA LLC	\$30,569.22
	LEASE AGREEMENT DATED 04/23/2021	VERTEX REFINING MYRTLE GROVE LLC	
	LEASE AGREEMENT DATED 05/12/2022	VERTEX REFINING ALABAMA LLC	
	LEASE AGREEMENT DATED 07/18/2022	VERTEX REFINING ALABAMA LLC	
	LEASE AGREEMENT DATED 12/14/2022	VERTEX REFINING ALABAMA LLC	
WOVEN METALS PRODUCTS INC.	PURCHASE CONTRACT DATED 01/16/2020	VERTEX REFINING ALABAMA LLC	\$0.00
XEROX FINANCIAL SERVICES LLC	FINANCE LEASE - XEROX DATED 08/16/2023	VERTEX ENERGY, INC.	\$8,379.81
XL	INSURANCE POLICY NUMBER: ELU195142-24 (AND D&O TAIL) DATED 01/31/2024	VERTEX REFINING ALABAMA LLC	\$0.00
	INSURANCE POLICY NUMBER: XEC006098202 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
YOKOGAWA CORPORATION OF AMERICA	PURCHASE CONTRACT DATED 01/01/2020	VERTEX REFINING ALABAMA LLC	\$6,267.39
	PURCHASE CONTRACT DATED 04/01/2015	VERTEX REFINING ALABAMA LLC	
YOKOGAWA ELECTRIC CORPORATION	AMENDING AGREEMENT # 1 DATED 01/01/2020	VERTEX REFINING ALABAMA LLC	\$0.00
	FRAMEWORK AGREEMENT DATED 01/01/2020	VERTEX REFINING ALABAMA LLC	
	GENERAL FORM OF AGREEMENT DATED 01/01/2015	VERTEX REFINING ALABAMA LLC	
ZENITH ENERGY TERMINALS HOLDINGS LLC	FIRST AMENDMENT TO TERMINALLING SERVICE AGREEMENT DATED 12/20/2022	VERTEX REFINING ALABAMA LLC	\$0.00
	TERMINALLING SERVICE AGREEMENT DATED 05/24/2022	VERTEX ENERGY, INC.	
	TERMINALLING SERVICE AGREEMENT DATED 09/13/2022	VERTEX REFINING ALABAMA LLC	
	TERMINALLING SERVICE AGREEMENT DATED 11/18/2022	VERTEX REFINING ALABAMA LLC	
	TERMINALLING SERVICE AGREEMENT DATED 10/21/2020	VERTEX ENERGY, INC.	
	TERMINALLING SERVICE AGREEMENT DATED 01/26/2021	VERTEX ENERGY, INC.	
	FIRST AMENDMENT TO TERMINALLING SERVICE AGREEMENT DATED 03/19/2021	VERTEX ENERGY, INC.	
ZURICH	INSURANCE POLICY NUMBER: BAP 9870047 - 02 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	\$0.00
	INSURANCE POLICY NUMBER: BAP0198888-08 DATED 07/10/2024	VERTEX ENERGY, INC.	
	INSURANCE POLICY NUMBER: WC 9870046 - 02 DATED 04/01/2024	VERTEX REFINING ALABAMA LLC	
	INSURANCE POLICY NUMBER: WC0198889-08 DATED 07/10/2024	VERTEX ENERGY, INC.	
ZYMEFLOW, INC.	PURCHASE CONTRACT DATED 07/01/2024	VERTEX REFINING ALABAMA LLC	\$2,493.09

¹ This employment agreement is being assumed, as amended, pursuant to the terms of the Plan.

Exhibit B

Schedule of Rejected Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, the Matheson Saraland 1 Agreements shall be deemed assumed by the Reorganized Debtors and all other Executory Contracts or Unexpired Leases that are not otherwise rejected will be deemed assumed by the applicable Reorganized Debtor or Reorganized Vertex, as applicable, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) are identified on the Rejected Executory Contracts and Unexpired Leases List; (b) previously expired or terminated pursuant to their own terms; (c) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (d) are the subject of a motion to reject that is pending on the Effective Date; or (e) have an ordered or requested effective date of rejection that is after the Effective Date.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contract and Unexpired Leases List, or the Rejected Executory Contracts and Unexpired Leases List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in the Plan, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors. Notwithstanding anything in the Plan or the Plan Supplement to the contrary, the effective date of rejection of each Executory Contract or Unexpired Lease that is listed on the Rejected Executory Contracts and Unexpired Leases List shall be the Effective Date unless the Debtors or the Reorganized Debtors, as applicable, and the counterparty to such Rejected Executory Contract or Unexpired Lease agree in writing to a rejection effective date other than the Effective Date. For the avoidance of doubt, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time up to forty-five (45) days after the Effective Date.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (a) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (b) the effective date of such rejection, and (c) the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for**

any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan and may be objected to in accordance with the provisions of Article VIII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Vertex Energy, Inc. et al.
Contract Rejection Schedule

Counterparty	Contract Description	Debtor	Rejection Date
BANK OF AMERICA SECURITIES	AMENDING AND RESTATEMENT LETTER DATED 01/19/2024	VERTEX ENERGY, INC.	
BARNHART PLANT SERVICES LLC.	PURCHASE CONTRACT DATED 01/08/2024	VERTEX REFINING ALABAMA LLC	
BLESSEY MARINE SERVICES, INC.	TERM TIME CHARTER (THE "AGREEMENT") DATED 01/10/2023	VERTEX REFINING ALABAMA LLC	
BLESSEY MARINE SERVICES, INC.	TERM TIME CHARTER ATTACHMENT "A" DATED 01/15/2023	VERTEX REFINING ALABAMA LLC	
BPVIF V HOLDINGS 28 LLC	COMMERCIAL LEASE DATED 06/13/2022	VERTEX ENERGY OPERATING, LLC	
CANTOR FITZGERALD SECURITIES	GUARANTEE AND PARTIAL LIEN RELEASE ACKNOWLEDGMENT DATED 02/01/2023	VERTEX REFINING ALABAMA LLC	
CANTOR FITZGERALD SECURITIES	GUARANTEE AND PARTIAL LIEN RELEASE ACKNOWLEDGMENT DATED 02/01/2023	HPRM LLC	
NAME ON FILE	EMPLOYMENT AGREEMENT DATED 07/01/2023	H&H OIL, L.P.	
CITIBANK, N.A.	ESCROW AGREEMENT DATED 02/01/2023	HPRM LLC	
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	AGREEMENT IN RELATION TO THE GASOLINE & ULSD OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 04/01/2022 ¹	VERTEX REFINING ALABAMA LLC	
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	CONTINUING GUARANTY DATED 04/01/2022 ¹	VERTEX ENERGY, INC.	
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	CONVENIENCE EXCHANGE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	SALE AND PURCHASE AGREEMENT DATED 05/26/2021 ¹	VERTEX REFINING ALABAMA LLC	
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	SUPPORT AGREEMENT DATED 09/23/2024	VERTEX REFINING ALABAMA LLC	2/28/2025
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	TERMINALLING AGREEMENT DATED 03/29/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US	VERTEX – SHELL PRODUCTS OFFTAKE AGREEMENT, DATED AS OF 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
EQUINOR MARKETING & TRADING (US) INC.	GUARANTY AGREEMENT DATED 08/30/2023	VERTEX ENERGY, INC.	
GFL ENVIRONMENTAL INC.	BUYER GUARANTOR TO SALE AND PURCHASE AGREEMENT DATED 02/01/2023	VERTEX ENERGY OPERATING, LLC	
GFL ENVIRONMENTAL SERVICES USA, INC.	ESCROW AGREEMENT DATED 02/01/2023	HPRM LLC	
GFL ENVIRONMENTAL SERVICES USA, INC.	RESTRICTIVE COVENANT AGREEMENT DATED 02/01/2023	VERTEX ENERGY, INC.	
GFL ENVIRONMENTAL SERVICES USA, INC.	SALE AND PURCHASE AGREEMENT DATED 02/01/2023	HPRM LLC	
GFL ENVIRONMENTAL SERVICES USA, INC.	TRANSITION SERVICES AGREEMENT DATED 02/01/2023	VERTEX ENERGY, INC.	
GFL ENVIRONMENTAL SERVICES USA, INC.	UNIT ASSIGNMENT DATED 02/01/2023	HPRM LLC	
GFL ENVIRONMENTAL SERVICES USA, INC.	USED OIL SUPPLY AGREEMENT DATED 02/01/2023	VERTEX REFINING LA, LLC	
HARGROVE AND ASSOCIATES, INC.	CONSTRUCTION MANAGEMENT AGREEMENT DATED 04/05/2022	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO CORPORATION	PARENT GUARANTY DATED 05/26/2023	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO CORPORATION	PARENT GUARANTY DATED 05/30/2023	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	AMENDMENT OF MASTER OFFTAKE AGREEMENT DATED 02/04/2022	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	AMENDMENT OF MASTER OFFTAKE AGREEMENT DATED 02/04/2022	VERTEX RENEWABLES ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	AMENDMENT OF MASTER OFFTAKE AGREEMENT DATED 02/08/2022	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	AMENDMENT OF MASTER OFFTAKE AGREEMENT DATED 02/08/2022	VERTEX RENEWABLES ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	GUARANTY DATED 05/26/2023	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	MASTER OFFTAKE AGREEMENT DATED 02/04/2022	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	MASTER OFFTAKE AGREEMENT DATED 02/08/2022	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	STORAGE AGREEMENT DATED 06/16/2023	VERTEX REFINING ALABAMA LLC	
IDEMITSU APOLLO RENEWABLE CORP.	TRIPARTITE AGREEMENT IN RELATION TO THE IDEMITSU PRODUCT OFFTAKE AGREEMENT DATED 02/08/2022	VERTEX RENEWABLES ALABAMA LLC	
INDUSTRIAL PIPE, INC.	COMMERCIAL LEASE DATED 01/01/2021	VERTEX REFINING MYRTLE GROVE LLC	
KIRBY INLAND MARINE, LP	MASTER TRANSPORTATION SERVICES CONTRACT DATED 01/11/2023	VERTEX REFINING ALABAMA LLC	
LINDEN EMPLOYMENT SOLUTIONS	GENERAL STAFFING AGREEMENT DATED 06/23/2021	VERTEX RECOVERY, L.P.	
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE CRUDE OIL & HYDROCARBON FEEDSTOCK SUPPLY AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE DISTILLATES OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE GASOLINE & ULSD OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE HOF OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE INTERIM CRUDE & HYDROCARBON FEEDSTOCK SUPPLY AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	AGREEMENT IN RELATION TO THE JET FUEL RACK OFFTAKE AGREEMENT DATED 03/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
MACQUARIE ENERGY NORTH AMERICA TRADING INC	CONVENIENCE EXCHANGE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025

¹ For the avoidance of doubt, this agreement is being rejected pursuant to the Plan, solely to the extent such agreement is an executory contract under section 365 of the Bankruptcy Code.

Counterparty	Contract Description	Debtor	Rejection Date
MACQUARIE ENERGY NORTH AMERICA TRADING INC	TRIPARTITE AGREEMENT IN RELATION TO THE IDEMITSU PRODUCT OFFTAKE AGREEMENT DATED 02/08/2022	VERTEX RENEWABLES ALABAMA LLC	
NETJETS INC	NETJETS FRACTIONAL PROGRAM AGREEMENT DATED 08/08/2022	VERTEX ENERGY OPERATING, LLC	
PARKER TOWING COMPANY, INC.	AMENDMENT 1 TO MASTER CHARTER AGREEMENT DATED 02/15/2024	VERTEX REFINING ALABAMA LLC	
PARKER TOWING COMPANY, INC.	MASTER CHARTER AGREEMENT DATED 09/01/2023	VERTEX REFINING ALABAMA LLC	
PHILLIPS 66 COMPANY	GUARANTY AGREEMENT DATED 08/14/2023	VERTEX ENERGY, INC.	
SHELL CHEMICAL LP	AGREEMENT IN RELATION TO THE HOF OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL CHEMICAL LP	BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 04/01/2022 ¹	VERTEX REFINING ALABAMA LLC	
SHELL CHEMICAL LP	REQUEST FOR CONSENT TO ASSIGN DATED 06/10/2021 ¹	VERTEX REFINING ALABAMA LLC	
SHELL CHEMICAL LP	VERTEX - SHELL HOF OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL PIPELINE COMPANY LP	SHELL PIPELINE MANAGEMENT AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	AGREEMENT IN RELATION TO THE CRUDE OIL & HYDROCARBON FEEDSTOCK SUPPLY AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	AGREEMENT IN RELATION TO THE DISTILLATES OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	AGREEMENT IN RELATION TO THE INTERIM CRUDE & HYDROCARBON FEEDSTOCK SUPPLY AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	AGREEMENT IN RELATION TO THE JET FUEL RACK OFFTAKE AGREEMENT DATED 03/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE ATB PHILADELPHIA VESSEL DATED 02/09/2023	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE AUSTRALIS+ OIL & GAS, INC LEASES DATED 06/11/2024	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE AUSTRALIS+ OIL & GAS, INC LEASES DATED 08/16/2024	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE EXISTING TELLUS OPERATING LEASES DATED 05/09/2024	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE NEW TELLUS OPERATING LEASES DATED 05/09/2024	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	CERTAIN LETTER AGREEMENT RELATING TO THE VENTURE OIL & GAS, INC LEASES DATED 03/04/2024	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	CRUDE OIL & HYDROCARBON FEEDSTOCK SUPPLY AGREEMENT DATED AS OF 04/01/2022 AND ALL RELATED AMENDMENTS	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	DISTILLATES OFFTAKE AGREEMENT DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	LPG PURCHASE AND SALE AGREEMENT	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	SHELL - VERTEX GENERAL TERMS AND CONDITIONS FOR THE SALE AND PURCHASE OF PRODUCTS DATED 10/01/2021	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	SIXTH AMENDMENT TO GUARANTEE NO. CL00370112 DATED 04/01/2022	VERTEX REFINING ALABAMA LLC	
SHELL TRADING (US) COMPANY	SUPPORT AGREEMENT DATED 09/23/2024	VERTEX REFINING ALABAMA LLC	2/28/2025
SHELL TRADING (US) COMPANY	VERTEX - SHELL JET FUEL RACK OFFTAKE AGREEMENT, DATED AS OF 04/01/2022	VERTEX REFINING ALABAMA LLC	2/28/2025
THE ANDERSONS, INC.	GUARANTY AGREEMENT DATED 04/12/2023	VERTEX ENERGY, INC.	
THE RETIREMENT SYSTEMS OF ALABAMA	OFFICE LEASE AGREEMENT DATED 10/21/2022	VERTEX ENERGY OPERATING, LLC	
THE RETIREMENT SYSTEMS OF ALABAMA	OFFICE LEASE AGREEMENT DATED 11/22/2021	VERTEX ENERGY OPERATING, LLC	
THE RETIREMENT SYSTEMS OF ALABAMA	OFFICE LEASE AGREEMENT DATED 12/01/2021	VERTEX ENERGY OPERATING, LLC	
WORLEY GROUP INC	ENGINEERING & PROCUREMENT AGREEMENT DATED 08/09/2022	VERTEX REFINING ALABAMA LLC	

¹ For the avoidance of doubt, this agreement is being rejected pursuant to the Plan, solely to the extent such agreement is an executory contract under section 365 of the Bankruptcy Code.

Exhibit D

The Matheson Mutual Release Agreement

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

DRAFT

MUTUAL RELEASE AGREEMENT

This MUTUAL RELEASE AGREEMENT (this “**Agreement**”) is entered into as of [●], 2024, by and among (i) Vertex Refining Alabama LLC (“**Vertex Refining**”), (ii) Vertex Energy Operating LLC (“**Vertex Energy Operating**,” and together with Vertex Refining and each of the other Debtors (as defined below), collectively, “**Vertex**”) and (ii) Matheson Tri-Gas, Inc. (“**Matheson**”) (collectively, the “**Parties**” and, each, a “**Party**”).

RECITALS

WHEREAS, Vertex Refining owns the petroleum refinery assets located at 400 Industrial Parkway, Saraland, Alabama 36571 (the “**Premises**”);

WHEREAS, on or about June 11, 2022, Vertex Refining and Matheson entered into that certain Hydrogen and Steam Supply Agreement (together with all amendments, modifications, and related ancillary documents thereto, collectively, the “**Matheson Agreement**”);

WHEREAS, pursuant to the Matheson Agreement, Matheson agreed to design, install, own, operate, maintain, and eventually remove (upon termination of the Matheson Agreement) a new methane steam reformer hydrogen facility (the “**Facility**”) on the Premises;

WHEREAS, on September 24, 2024 (the “**Petition Date**”), Vertex Energy, Inc. and certain of its subsidiaries (each, a “**Debtor**” and collectively, the “**Debtors**”) each filed a voluntary petition for relief under title 11 of the United States Code 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), which chapter 11 cases are being jointly administered under the caption of *In re Vertex Energy, Inc., et al.*, Case No. 24-90507 (CML) (Bankr. S.D. Tex.) (the “**Chapter 11 Cases**”);

WHEREAS, on September 25, 2024, the Debtors filed in the Chapter 11 Cases the *Debtors’ Motion for Entry of an Order (I) Authorizing Rejection of the Matheson Agreement Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 17] (the “**Rejection Motion**”);

WHEREAS, on October 30, 2024, the Bankruptcy Court entered the *Order (I) Authorizing Rejection of the Matheson Agreement Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 334] (the “**Rejection Order**”), granting the relief sought in the Rejection Motion, including, among other things, rejection of the Matheson Agreement pursuant to section 365 of the Bankruptcy Code as of the Petition Date;

WHEREAS, pursuant to paragraph 3 of the Rejection Order, the Parties entered into that certain Removal Agreement, dated as of [●], governing the dismantling and removal of the Facility from the Premises (the “**Matheson Removal Agreement**”);

WHEREAS, on November 17, 2024, the Debtors filed in the Chapter 11 Cases the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and its Debtor Affiliates* [Docket No. 425] (as may be modified, amended, or supplemented from time to time, the “**Plan**”);

WHEREAS, on November 17, 2024, in connection with the Plan, the Debtors entered into the Committee Settlement Agreement by and among the Debtors, the Official Committee of Unsecured Creditors (the “**Committee**”), the DIP Lenders,¹ and the Required Consenting Term Loan Lenders² (the “**Committee Settlement**”);

WHEREAS, the Committee Settlement, among other things, contemplates that (i) Matheson shall be entitled to an Allowed General Unsecured Claim at Debtors other than Vertex Energy, Inc. in the amount of \$0 on account of any Claims arising from the Matheson Agreement and the Rejection Order, and (ii) the Parties shall enter into this Agreement on the Plan Effective Date (as defined herein); and

WHEREAS, this Agreement is a material inducement to the Parties’ willingness to enter into the Committee Settlement and Matheson’s willingness to support the Plan, and the Parties will benefit from confirmation of the Plan and the Committee Settlement contemplated thereunder.

NOW, THEREFORE, for and in consideration of the promises and the mutual releases, covenants, and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed to them in this **Section 1**:

“**2022 Warrants**” means the April 2022 Warrants together with the May 2022 Warrants.

“**2027 Convertible Notes**” means those certain 6.250% convertible senior notes due 2027, issued by Vertex Energy, Inc., pursuant to the 2027 Convertible Notes Indenture.

“**2027 Convertible Notes Claim**” means any Claim on account of the 2027 Convertible Notes.

“**2027 Convertible Notes Indenture**” means that certain indenture, dated as of November 1, 2021, by and between Vertex Energy, Inc. and the 2027 Convertible Notes Trustee, as may be amended, modified, amended and restated, or otherwise supplemented from time to time.

¹ “**DIP Lenders**” means the lenders under that certain senior secured superpriority debtor-in-possession loan and security agreement, dated as of September 25, 2024, by and among the Debtors, the DIP Agent, and the lenders party thereto, setting forth the terms and conditions of an up to \$280 million debtor-in-possession financing facility.

² “**Required Consenting Term Loan Lenders**” means, as of the relevant date, Consenting Term Loan Lenders holding at least 80% of the aggregate outstanding principal amount of the Term Loan Claims that are held by the Consenting Term Loan Lenders.

“2027 Convertible Notes Trustee” means U.S. Bank Trust Company, National Association (or any successor thereto), solely in its capacity as indenture trustee under the 2027 Convertible Notes Indenture.

“Administrative Claim” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

“Affiliate” means, with respect to any Person, any other Person controlled by, controlling or under common control with such Person and shall also include any Related Fund of such Person. As used in this definition, “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise).

“Agreement” has the meaning set forth in the Preamble to this Agreement.

“Allowed” means, as to a Claim or Interest, a Claim or Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non bankruptcy law.

“Amended Intermediation and Hedge Facility” means (a) the intermediation facility and (b) the hedge facility, in each case, entered into on the terms and conditions set forth in the Amended Intermediation and Hedge Facility Agreement.

“Amended Intermediation and Hedge Facility Claim” means any Claim held by the Intermediation Counterparty or Hedge Provider arising under or relating to the Amended Intermediation and Hedge Facility Agreement or the Intermediation Facility Orders.

“Amended Intermediation and Hedge Facility Agreement” means (a) the Intermediation Facility Agreement and (b) the Hedge Facility Agreement, in each case, as amended and approved by the Bankruptcy Court pursuant to the Intermediation Facility Orders.

“April 2022 Warrants” means the warrants to purchase 2.75 million shares of Common Stock with an exercise price of \$4.50 per share, granted by Vertex Energy, Inc. to the lenders (and/or their affiliates) on April 1, 2022, pursuant to that certain Warrant Agreement, dated April 1, 2022, by and between Vertex Energy, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

“Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“Cause of Action” means any and all actions, claims, interests, damages, remedies, causes of action (including, but not limited to, any avoidance action, right or claim arising under pursuant to or set forth in sections 362, 506(c), 510, 542 through 550, 554 or 558 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended, or any state law equivalent thereof), demands, cross-claims, counterclaims, rights, debts, controversies, proceedings, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, directly or derivatively, choate or inchoate, reduced to judgment or otherwise, matured or unmatured, suspected or unsuspected, disputed or undisputed, in contract, tort, law, equity, or otherwise, including, but not limited to: (a) all rights of setoff, reimbursement, contribution, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; and (b) the right to object to or otherwise contest Claims or Interests.

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Claim” means any right to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, known, unknown, foreseen, unforeseen, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (b) an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, known, unknown, foreseen, unforeseen, matured, unmatured, disputed, undisputed, secured, or unsecured, including any of the foregoing that is asserted or assertable directly or derivatively.

“Class” means a class of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

“Committee” has the meaning set forth in the Recitals.

“Committee Settlement” has the meaning set forth in the Recitals.

“Committee Settlement Term Sheet” means that certain settlement term sheet dated November 17, 2024, by and among the Debtors, the Committee, the DIP Lenders, and the Required Consenting Term Loan Lenders, attached to the Plan as Exhibit A.

“Common Stock” means the shares of common stock of Vertex Energy, Inc., par value \$0.001 per share.

“Company Parties” means Vertex Energy, Inc., a company incorporated under the Laws of the State of Nevada, and each of its Affiliates listed on Exhibit A to the RSA, each of which has

executed and delivered counterpart signature pages to the RSA to counsel to the Consenting Stakeholders.

“Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Debtors, the Required Consenting Term Loan Lenders, and, solely to the extent any provision of the Confirmation Order affects the treatment of General Unsecured Claims or 2027 Convertible Notes Claims, the Committee.

“Consenting Stakeholders” means, collectively, the Consenting Term Loan Lenders and any Person or Entity that executed and delivered a Joinder to the RSA to the Company Parties and to counsel to the Consenting Term Loan Lenders.

“Consenting Term Loan Lenders” means the Holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold Term Loan Claims that have executed and delivered counterpart signature pages to the RSA, a Joinder, or a Transfer Agreement to counsel to the Company Parties.

“Debtor” has the meaning set forth in the Recitals.

“December 2023 Warrants” means the warrants granted by Vertex Energy, Inc. to purchase 1.0 million shares of Common Stock with an exercise price of \$3.00 per share to certain lenders and their affiliates pursuant to that certain Warrant Agreement, dated December 28, 2023, by and between Vertex Energy, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.

“Definitive Documents” means the Matheson Agreement, the Committee Settlement Term Sheet, the Matheson Removal Agreement, the Rejection Order, and the 2020 Matheson Hydrogen and Steam Supply Agreement Amendment.

“DIP Agent” means Cantor Fitzgerald Securities, as the administrative agent and collateral agent under the DIP Loan Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Loan Agreement.

“DIP Claim” means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Loan Agreement or the DIP Orders on account of funding the DIP Facility, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees arising under the DIP Facility, the DIP Loan Agreement, or the other DIP Facility Documents.

“DIP Deficiency Claim” means any portion of a DIP Claim that is not a Secured Claim (if any).

“DIP Facility” means the debtor-in-possession delayed draw term loan credit facility entered into on the terms and conditions set forth in the DIP Facility Documents.

“DIP Facility Documents” means the DIP Loan Agreement and any other documentation necessary to effectuate the incurrence of the DIP Facility, including, but not limited to, any notes, certificates, agreements, security agreements, documents, or instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing).

“DIP Lenders” means the lenders under the DIP Loan Agreement.

“DIP Loan Agreement” means that certain senior secured superpriority debtor-in-possession loan and security agreement, dated as of September 25, 2024, by and among the Debtors, the DIP Agent, and the lenders party thereto, setting forth the terms and conditions of an up to \$280 million debtor-in-possession financing facility.

“DIP Orders” means, as applicable, the interim and final orders of the Bankruptcy Court approving, among other things, the terms of the DIP Facility, which shall be consistent with the DIP Loan Agreement.

“Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“Equity Security” means any equity security, as defined in section 101(16) of the Bankruptcy Code.

“Estate” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

“Facility” has the meaning set forth in the Recitals.

“File,” “Filed,” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“Final Order” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order will not preclude such order from being a Final Order.

“General Unsecured Claim” means any Claim that is not (a) a DIP Claim; (b) an Administrative Claim; (c) a Professional Fee Claim; (d) a Priority Tax Claim (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Term Loan Claim; (h) a 2027 Convertible Notes Claim; (i) an Intercompany Claim; (j) an Amended Intermediation and Hedge Facility Claim; (k) a DIP Deficiency Claim; or (l) a Term Loan Deficiency Claim.

“Governmental Body” means any U.S. or non-U.S. federal, state, municipal, or other government, or other department, commission, board, bureau, agency, public authority, or instrumentality thereof, or any other U.S. or non-U.S. court or arbitrator, including, for the avoidance of doubt, the United States Trustee.

“Governmental Unit” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

“Hedge Provider” means Macquarie Bank Limited in its capacity as such under the Hedge Facility and the Hedge Facility Documents (each as defined in the Intermediation Facility Orders).

“Holder” means an Entity holding a Claim or Interest.

“Intercompany Claim” means any Claim against a Debtor held by another Debtor.

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

“Intermediation Counterparty” means Macquarie Energy North America Trading Inc., as a party to the Intermediation Facility.

“Intermediation Facility” means the facility existing under the Intermediation Facility Agreement.

“Intermediation Facility Agreement” means that certain Supply and Offtake Agreement, dated as of April 1, 2022, by and between Vertex Refining and the Intermediation Counterparty, as may be amended from time to time in accordance with the terms thereof.

“Joinder” means an executed joinder to the RSA substantially in the form attached as Exhibit F to the RSA providing, among other things, that the signing Holder of Claims or Interests is bound by the RSA.

“July 2024 Warrants” means the warrants granted by Vertex Energy, Inc. to purchase 2,577,263 shares of Common Stock with an exercise price of \$0.01 per share to certain lenders and their affiliates pursuant to that certain Warrant Agreement, dated July 26, 2024, by and between Vertex Energy, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.

“June 2024 Warrants” means the warrants granted by Vertex Energy, Inc. to purchase 0.5 million shares of Common Stock with an exercise price of \$1.23 per share to certain lenders

and their affiliates pursuant to that certain Warrant Agreement, dated June 25, 2024, by and between Vertex Energy, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.

“Laws” means, collectively, all federal, state, local, or foreign law (including, in each case, any common law, administrative or judicial precedents or authorities), statutes, codes, ordinances, rules, legally binding guidelines, regulations, decrees, injunctions, orders, rulings, assessments, writs or other legal requirements, or judgments, in each case, that are validly adopted, promulgated, issued, or entered by a Governmental Body of competent jurisdiction.

“Matheson” has the meaning set forth in the Preamble to this Agreement.

“Matheson Agreement” has the meaning set forth in the Recitals.

“Matheson Removal Agreement” has the meaning set forth in the Recitals.

“Matheson Saraland 1 Agreements” means (a) the Hydrogen and Steam Supply Agreement (Amended and Restated), dated as of January 12, 2006, by and between Vertex Refining, as successor in interest to Shell Chemical LP, and Matheson, as successor in interest to Linde Gas LLC; and (b) the Ground Lease Agreement, dated as of January 12, 2006, by and between Vertex Refining, as successor in interest to Shell Chemical LP, and Matheson, as successor in interest to Linde Gas LLC.

“May 2022 Warrants” means the warrants granted by Vertex Energy, Inc. to purchase 0.25 million shares of Common Stock with an exercise price of \$9.25 per share to certain of the lenders and their affiliates pursuant to that certain Warrant Agreement, dated May 26, 2022, by and between Vertex Energy, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.

“Notice” has the meaning set forth in Section 14.

“Order” shall mean any order, ruling, judgment, writ, injunction, stipulation, award, decree or similar order of any Governmental Body.

“Other Priority Claim” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Other Secured Claim” means any Secured Claim against the Debtors other than a DIP Claim, a Priority Tax Claim, an Amended Intermediation and Hedge Facility Claim, or a Term Loan Claim (to the extent such Claim does not become a DIP Claim pursuant to the DIP Orders).

“Party” or **“Parties”** has the meaning set forth in the Preamble to this Agreement.

“Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a Governmental Body, a third-party association, or any legal entity, estate, or association.

“Petition Date” has the meaning set forth in the Recitals.

“Plan” has the meaning set forth in the Recitals.

“Plan Effective Date” means the date that is the first Business Day after the Confirmation Date on which (a) the Confirmation Order is in effect and not subject to stay; (b) all conditions precedent to the occurrence of the Plan Effective Date set forth in Article X of the Plan have been satisfied or waived in accordance with Article X.B of the Plan; and (c) the Debtors declare the Plan effective.

“Plan Supplement” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors prior to the Confirmation Hearing to the extent available, and any additional documents Filed prior to the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Assumed Executory Contracts and Unexpired Leases List; (b) the Rejected Executory Contracts and Unexpired Leases List; (c) the Schedule of Retained Causes of Action; (d) the identity of the Plan Administrator (if any); (e) the Plan Administrator Agreement (if any); (f) the Matheson Mutual Release Agreement; (g) the Wind-Down Budget (if any); (h) the New Organizational Documents (if any); (i) the Exit Intermediation Facility Documents (if any); (j) the Restructuring Transactions Memorandum; (k) the identity of the New Board, if applicable; (l) the GUC Trust Agreement; and (m) solely to the extent required under section 1129(a)(5) of the Bankruptcy Code, the MIP Documents.

“Premises” has the meaning set forth in the Recitals.

“Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Professional” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

“Professional Fee Claim” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Proof of Claim” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

“Rejection Motion” has the meaning set forth in the Recitals.

“Rejection Order” has the meaning set forth in the Recitals.

“Related Party” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity

holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such person's or Entity's respective heirs, executors, estates, and nominees.

"Released Claims" means, with respect to any Releasing Party, any Claim or Cause of Action that is released by such Releasing Party pursuant to Section 4 (subject to Section 8 hereof).

"Released Parties" means, collectively, and, in each case, in its capacity as such: (a) Vertex Refining, (b) Vertex Energy Operating, (c) Matheson, (d) each other Debtor, (e) each current and former Affiliate of each Entity in the foregoing clause (a) through the following clause (f), and (f) each Related Party of each Entity in the foregoing clause (a) through this clause (f).

"Releasing Parties" means, collectively, and, in each case, in its capacity as such: (a) Vertex Refining, (b) Vertex Energy Operating, (c) Matheson, (d) each other Debtor, (e) each current and former Affiliate of each Entity in the foregoing clause (a) through the following clause (f), and (f) each Related Party of each Entity in the foregoing clause (a) through this clause (f).

"Restructuring Term Sheet" means the term sheet attached to the RSA as Exhibit B.

"Restructuring Transactions" means the transactions described in Article IV of the Plan and the Restructuring Transactions Memorandum.

"Restructuring Transactions Memorandum" means that certain memorandum consented to by the Required Consenting Term Loan Lenders, as may be amended, supplemented, or otherwise modified from time to time, describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement.

"RSA" means that certain restructuring support agreement, dated as of September 24, 2024, by and among the Debtors and the Consenting Stakeholders, including the Restructuring Term Sheet and all other exhibits thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms.

"Secured Claim" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

"Term Loan" means loans made pursuant to the Term Loan Agreement.

"Term Loan Agreement" means that certain loan and security agreement, dated as of April 1, 2022, by and among Vertex Refining, as borrower, Vertex Energy, Inc., as parent and

guarantor, the Agent, and the Term Loan Lenders, setting forth the terms and conditions of the Term Loan, as such agreement may be amended, restated, amended and restated, supplemented, or otherwise modified and in effect prior to the date hereof.

“Term Loan Claims” means any Claim arising under, derived from, secured by, based on, or related to the Term Loan or Term Loan Agreement.

“Term Loan Deficiency Claims” means any portion of a Term Loan Claim that is not a Secured Claim (if any).

“Third-Party Release” means the release set forth in Article IX.D of the Plan.

“Unimpaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

“Vertex” has the meaning set forth in the Preamble to this Agreement.

“Vertex Refining” has the meaning set forth in the Preamble to this Agreement.

“Warrants” means, collectively, the 2022 Warrants, the December 2023 Warrants, the June 2024 Warrants, and the July 2024 Warrants.

2. **Interpretation.** For purposes of this Agreement:

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

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

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

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

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

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

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

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

(i) the use of “include” or “including” is without limitation, whether stated or not; and

(j) unless otherwise specified, references to “days” shall mean calendar days.

3. Conditions Precedent. This Agreement, and the rights and obligations of the Parties hereunder, shall become effective and binding upon each of the Parties on the Plan Effective Date. This Agreement, the releases contemplated hereby, and the Parties’ respective obligations hereunder, shall not become effective until the Plan Effective Date. Prior to the Plan Effective Date, none of the provisions set forth in this Agreement shall have any effect or shall limit, alter, impede, compromise, prejudice, or otherwise affect any Party’s rights, interests, or claims, or any Party’s debts, obligations, liabilities, covenants, or agreements. For the avoidance of doubt, the releases and other covenants set forth herein shall be null and void *ab initio* and of no force and effect (a) upon the termination of the Restructuring Support Agreement without the occurrence of the Plan Effective Date or (b) if the Plan Effective Date does not occur.

4. Releases by the Releasing Parties. Effective automatically and immediately upon the Plan Effective Date, and to the greatest extent permitted by applicable law, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, hereby absolutely, irrevocably and unconditionally releases, waives and forever discharges each Released Party, from any and all Claims or Causes of Action that each Releasing Party would at any time prior to or as of the Plan Effective Date have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of (including any derivative Claims, asserted or assertable on behalf of) the holder of any Claim against, or interest in, a Released Party, based on or relating to, in connection with, or in any manner arising from, whether in whole or in part, in each case, occurring on or prior to the Plan Effective Date, (a) the Company Parties (including management, capital structure, ownership, or operation of the Company Parties); (b) the relationship, agreements, or any other act, omission, transaction, agreement, event, or dealings between any of the Company Parties and Matheson taking place on or before the Plan Effective Date, including, but not limited to, the Matheson Agreement and the Facility; (c) the subject matter of the Restructuring Transactions, including the transactions, events, circumstances, acts, or omissions giving rise to any Claim or Interest; and (d) the formulation, preparation, dissemination, negotiation, documentation, modification, or execution of this Agreement or the Definitive Documents (each such Claim released under this Section, a “**Released Claim**”); *provided that*, any Claims or Causes of Action arising after the Plan Effective Date and any Claims or Causes of

Action arising out of the go-forward obligations under the Matheson Removal Agreement or the Matheson Saraland 1 Agreements shall not be a Released Claim. For the avoidance of doubt, Matheson's entry into this Agreement shall be deemed conclusive evidence of Matheson's opt in election and consent to the Third-Party Release set forth in Article IX.D of the Plan.

5. Representations and Waivers As to each and every Released Claim, each Party hereby represents and warrants that it has received the advice of legal counsel with regard to the releases contained herein and, having been so advised and to the fullest extent permitted by Law, specifically waives the benefit and protections of any Law that may provide that a general release does not extend to claims that such Party does not know or suspect to exist in its favor at the time of executing the general release, which, if known by such Party, might have materially affected its settlement with the other Parties (or for any similar or analogous limitation on the breadth of a release). Notwithstanding the Alabama choice of law provisions in this Agreement, to the extent that California law is proposed to apply or is deemed to apply to the release and indemnification provisions set forth herein, the foregoing waiver is specifically intended by each Party to waive the benefits and protections of Section 1542 of the Civil Code of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Releasing Parties expressly acknowledges and agrees that the releases and covenants not to sue contained in this Agreement are effective regardless of whether those Released Claims are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen. The Parties each hereby irrevocably, knowingly, and voluntarily waive and relinquish the provisions, rights, and benefits of Section 1542 and all similar laws, rights, rules, or legal principles of any other jurisdiction that may be applicable, and any rights they may have to invoke the provisions of any such law now or in the future with respect to the Released Claims. The Parties hereby acknowledge and agree that this is an essential term of the releases set forth herein. In connection with such releases, the Parties (i) acknowledge that they are aware that they or their attorneys or others may hereafter discover Claims or facts presently unknown or unsuspected in addition to or different from those that they now know or believe to be true with respect to the Released Claims, which, if known at the time of signing this Agreement, may have materially affected this Agreement and such Party's decision to enter into this Agreement, (ii) intend hereby to assume the risk of existing but as yet unknown Claims or Causes of Action, and (iii) agree that this Agreement shall be and remain effective in all respects notwithstanding any such differences or additional facts. Nevertheless, no Released Party (in any capacity) will have any duty to disclose or provide any such Claims, facts, communications (oral or written), or documents (in each case whether material or immaterial) to any party, and it is the intention of the Parties in executing this Agreement to fully, finally, and forever settle and release all Released Claims. Each Party understands, acknowledges, and agrees that the releases set forth in this Agreement may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit, or other

Action that may be instituted, prosecuted, or attempted in breach of the provisions of this Agreement. Each Party agrees that no fact, event, circumstance, evidence, or transaction which could now be asserted, or which may hereafter be discovered shall affect in any manner the final, absolute, and unconditional nature of this Agreement.

6. Future Discoveries. Each Party hereby acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to the Released Claims, which, if known at the time of signing this Agreement, may have materially affected this Agreement and such Party's decision to enter into this Agreement. Each Party hereby intends to assume the risk of existing but as yet unknown Claims or Causes of Action and agrees that this Agreement shall be and shall remain effective in all respects, notwithstanding any such differences or additional facts. Each Party understands, acknowledges, and agrees that the releases set forth herein may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of the provisions of such releases. Each Party agrees that no fact, event, circumstance, evidence, or transaction which could now be asserted, or which may hereafter be discovered shall affect in any manner the final, absolute, and unconditional nature of this Agreement.

7. Acknowledgments. Each of the Parties hereby acknowledges that it has read this Agreement and has conferred with its counsel and advisors regarding this Agreement's content and is freely and voluntarily entering into this Agreement, without coercion, duress, distress or under the influence by any other person or entity, and hereby agrees to waive any argument or claim that the terms of this Agreement (including the releases contained herein) are invalid or otherwise unenforceable. Each Party expressly disclaims any reliance on any representations, acts, or omissions by any of the Released Parties and hereby agrees and acknowledges that the validity and effectiveness of this Agreement does not depend in any way on any such representations, acts, and/or omissions, or the accuracy, completeness, or validity thereof.

8. Limitation of Release. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a release of, or a covenant not to sue in respect of: (i) any obligations of the Parties arising under the Plan, including under the Matheson Removal Agreement, the Rejection Order, the Confirmation Order, the Matheson Saraland 1 Agreements, or this Agreement; or (ii) any Claim or Cause of Action arising under this Agreement.

9. Turnover of Subsequently Recovered Assets. In the event that, in connection with any bankruptcy or insolvency proceeding, any Releasing Party (including any successor or assignee thereof and including through any third party, trustee, debtor in possession, creditor, estate, creditors' committee, or similar Person) is successful in pursuing or receives, directly or indirectly, any funds, property, or other value on account of any Claims or Causes of Action against any Released Party that was released as a Released Claim (or would have been released as a Released Claim if the party bringing such claim were a Releasing Party), such Releasing Party (a) shall not commingle any such recovery with any of its other assets and (b) agrees that it shall promptly turnover and assign any such recoveries to, and hold them in trust for, such Released Party.

10. Mutual Representations, Warranties, and Covenants. Each of the Parties represents, warrants, and covenants to each other Party, severally, and not jointly, the following, as applicable:

(a) To the extent such Party is not a natural person, it is validly existing and in good standing under the laws of the state of its organization, and this Agreement is a legal, valid, and binding obligations of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) It has not assigned or otherwise transferred any of the Claims released pursuant to this Agreement;

(c) Except as expressly provided in this Agreement, no consent or approval is required by any other person or entity in order for it to perform its respective obligations under this Agreement;

(d) The entry into and performance by it of this Agreement does not, and will not, conflict in any material respect with any law or regulation applicable to it or, to the extent such Party is not a natural person, with any of its certificates of incorporation, bylaws, limited liability company agreements, or other constitutional documents; and

(e) Except as expressly provided in this Agreement, to the extent such Party is not a natural Person, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and perform its respective obligations under this Agreement.

11. Covenant Not to Sue. Each of the Releasing Parties hereby further agrees and covenants not to, and shall cause its representatives and Affiliates not to, and shall not, commence or prosecute, cause or assist, or otherwise aid any other Person in the commencement or prosecution of, whether directly, indirectly, derivatively, or otherwise, any Released Claims.

12. Amendment; Waiver. No part of this Agreement may be modified, amended, restated, amended and restated, waived, or supplemented, except in a writing executed by all of the Parties. No breach of any provision of this Agreement may be waived, unless such waiver is in writing and signed by the Party waiving such breach. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such compliance. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach hereof.

13. Successors and Assigns; Third Party Beneficiaries. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Parties, and then only to a Person who has agreed to be bound by the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, the Releasing Parties, and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the

Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors). Any Released Party who is not named as a Party shall have the rights of an intended third-party beneficiary with respect to the provisions of this Agreement. Except as set forth in this Section 13, no other Person that is not a Party shall be deemed a third-party beneficiary of any provision of this Agreement or shall otherwise be entitled to enforce any provision hereof.

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

To Vertex: Vertex Energy, Inc.
1331 Gemini Street, Suite 250
Houston, Texas 77058
Attention: James P. Gregory

with a copy to: Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Facsimile: (212) 446-4900
Attention: Brian Schartz, P.C., Josephine Fina, and Brian J. Nakhaimousa
E-mail addresses: brian.schartz@kirkland.com,
josephine.fina@kirkland.com,
brian.nakhaimousa@kirkland.com

-and-

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attention: Rachael M. Bentley
E-mail address: rachael.bentley@kirkland.com

To Matheson: Matheson Tri-Gas, Inc.
3 Mountainview Road
3rd Floor
Warren, NJ 07059
Attention: General Counsel

with a copy to:

Matheson Tri-Gas, Inc.
3 Mountainview Road
3rd Floor
Warren, NJ 07059
Attention: Head of Global HyCO Syngas Business

Any notice given by delivery, mail, or courier shall be effective when received, and any notice delivered or given by electronic mail shall be effective when sent.

15. Interpretation. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, void, or voidable, or violative of applicable Law, in whole or in part, the remaining portions of this Agreement, so far as they may practicably be performed, shall remain in full force and effect and binding on the Parties. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated by the Plan and the Committee Settlement Term Sheet and the releases contemplated by this Agreement are consummated as originally contemplated to the greatest and fullest extent possible.

16. Entire Agreement. This Agreement, together with the Plan and the Definitive Documents, embodies the complete agreement and understanding among the Parties with respect to the subject matter addressed herein and supersedes and preempts any prior arrangements, understandings, agreements, or representations by or among the Parties, whether written or oral, that may have related to the subject matter hereof in any way.

17. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

18. Counterparts; E-mail. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Counterpart signatures to this Agreement delivered by e-mail in .pdf format or other electronic means shall be acceptable and binding.

19. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Alabama, without regard to any conflicts of law provision that would require the application of the Law of any other jurisdiction. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought, to the extent possible, in the United States Bankruptcy Court for the Southern District of Texas. By its execution and delivery of this Agreement, each Party irrevocably accepts and submits itself to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of Texas, generally and unconditionally,

with respect to any such action, suit, or proceeding and waives any objection it may have to venue or the convenience of the forum.

20. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH OR IN RESPECT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR ACTION OF ANY PARTY OR ARISING OUT OF ANY EXERCISE BY ANY PARTY OF ITS RIGHTS UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO THE RESTRUCTURING TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING WITH RESPECT TO ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND WITH RESPECT TO ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE UNDER THIS AGREEMENT. EACH OF THE PARTIES IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 20 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER. THIS WAIVER OF RIGHT TO JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

21. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms, and each Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to seek the remedy of specific performance of one or more such breached provisions and agreements and injunctive and other equitable relief in addition to any other remedy or rights to which such Parties may be entitled, whether at law or in equity. All such rights and remedies shall be cumulative and non-exclusive and may be exercised singularly or concurrently.

22. Several, Not Joint, Obligations. The agreements and obligations of each of the Parties under this Agreement are, in all respects, several and neither joint nor joint and several.

23. No Admission of Liability. Nothing in this Agreement shall be deemed an admission of liability by any Party with respect to any of the Claims or Causes of Action released pursuant to this Agreement.

[Signature Pages Follow]

Exhibit F

Restructuring Transactions Memorandum

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

In accordance with Article IV of the Plan, the Debtors intend to implement and effectuate the following Restructuring Transactions.

This Restructuring Transactions Memorandum is intended only as a draft summary of the Restructuring Transactions and represents a simplified and illustrative set of steps. For the avoidance of doubt, this **Exhibit F** reflects the Debtors' current intentions with respect to the Restructuring Transactions and the post-Effective Date organizational structure of the Reorganized Debtors. Nothing in this **Exhibit F** shall be viewed as the final version of the Restructuring Transactions, nor shall it limit or modify, in any way, any section of the Plan Supplement or any related provisions in the Confirmation Order, or any authority or discretion granted to the Debtors and/or Reorganized Debtors thereby. The Debtors and its advisors will continue to review the Restructuring Transactions from a legal, operational, and tax perspective.

The parties reserve all rights to amend, revise, or supplement the Plan Supplement, including the Restructuring Transactions in this **Exhibit F**, subject to the applicable consent rights under the Plan and the RSA, at any time prior to the Effective Date or any other such date as may be provided for by the Plan or by order of the Bankruptcy Court.

Restructuring Transactions Memorandum

In accordance with the Plan,¹ the steps set forth in this Restructuring Transactions Memorandum remain subject to modification until the Effective Date.

Unless otherwise set forth below, the following steps shall occur in the order set forth below.

On the Effective Date:

Step 1 – The Debtors execute the GUC Trust Agreement and the GUC Settlement Assets vest (or are deemed to vest) in the GUC Trust.

Step 2 – The Holders of Allowed General Unsecured Claims at Debtors Other Than Vertex, Allowed Other General Unsecured Claims at Vertex, Allowed 2027 Convertible Notes Claims, and Allowed Term Loan Deficiency Claims (if any) exchange such Claims for their *pro rata* share of the beneficial interests of the GUC Trust in accordance with Article III of the Plan.

Step 3 – The Holders of Allowed DIP Claims and the Holders of Allowed Term Loan Claims, in each case, in accordance with Article II of the Plan exchange their respective Allowed DIP Claims or Allowed Term Loan Claims for such Holder's *pro rata* share of: (x) take back debt of an amount to be determined by the Holders as a group in their sole discretion, if any; and (y) the New Common Stock subject to dilution on account of the Management Incentive Plan in accordance with Article III of the Plan.

Step 4 – All Interests in Vertex (for the avoidance of doubt, other than the New Common Stock) are cancelled, released, and extinguished, and will be of no further force or effect in accordance with Article III of the Plan.

Step 5 – Vertex converts from a Nevada corporation to a Delaware corporation.

Step 6 – The Reorganized Debtors enter into the Exit Intermediation Facility.

Step 7 – The Intercompany Claims and Intercompany Interests of the Reorganized Debtors are reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Reorganized Debtors.

On or after the Effective Date:

Step 8 – Certain Holders of Allowed DIP Claims and Allowed Term Loan Claims, as applicable contribute Cash to Reorganized Vertex in exchange for debt and/or equity.

Step 9 – Reorganized Vertex adopts and implements the Management Incentive Plan

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the [*First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* [Docket No. 425]] (as may be modified, amended, supplemented from time to time, the “Plan”) or the Disclosure Statement for the [*First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* [Docket No. 426]] (the “Disclosure Statement”), as applicable.

Exhibit F-1

**Redline to the Restructuring Transactions Memorandum Filed with the Initial Plan
Supplement**

Restructuring Transactions Memorandum

In accordance with the Plan,¹ the steps set forth in this Restructuring Transactions Memorandum remain subject to modification until the Effective Date.

Unless otherwise set forth below, the following steps shall occur in the order set forth below.

On the Effective Date:

Step 1 – The Debtors execute the GUC Trust Agreement and the GUC Settlement Assets vest (or are deemed to vest) in the GUC Trust.

Step 2 – The Holders of Allowed General Unsecured Claims at Debtors Other Than Vertex, Allowed Other General Unsecured Claims at Vertex, Allowed 2027 Convertible Notes Claims, and Allowed Term Loan Deficiency Claims (if any) exchange such Claims for their *pro rata* share of the beneficial interests of the GUC Trust in accordance with Article III of the Plan.

Step 3 – The Holders of Allowed DIP Claims and the Holders of Allowed Term Loan Claims, in each case, in accordance with Article II of the Plan exchange their respective Allowed DIP Claims or Allowed Term Loan Claims for such Holder's *pro rata* share of: (x) take back debt of an amount to be determined by the Holders as a group in their sole discretion, if any; and (y) the New Common Stock subject to dilution on account of the Management Incentive Plan in accordance with Article III of the Plan.

Step 4 – All Interests in Vertex (for the avoidance of doubt, other than the New Common Stock) are cancelled, released, and extinguished, and will be of no further force or effect in accordance with Article III of the Plan.

Step 5 – Vertex converts from a Nevada corporation to a Delaware corporation.

Step 6 – The Reorganized Debtors enter into the Exit Intermediation Facility.

Step 7 – The Intercompany Claims and Intercompany Interests of the Reorganized Debtors are reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Reorganized Debtors.

On or after the Effective Date:

Step 8 – Certain Holders of Allowed DIP Claims and Allowed Term Loan Claims, as applicable contribute Cash to Reorganized Vertex in exchange for debt and/or equity.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *[First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates]* [Docket No. 425] (as may be modified, amended, supplemented from time to time, the “Plan”) or the Disclosure Statement for the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* [Docket No. 426] (the “Disclosure Statement”), as applicable.

Step 9 – Reorganized Vertex adopts and implements the Management Incentive Plan.

Exhibit G

Identity of the New Board

As of the Effective Date, the term of the current members of the board of directors of Vertex shall expire, and the members for the initial term of the New Board shall be appointed. As of the date of this Plan Supplement, the Debtors expect the New Board to include the following four directors:

- **Eugene Davis.** Mr. Davis is Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests, and strategic planning advisory services for domestic and international public and private business entities. Since forming PIRINATE in 1997, Mr. Davis has advised, managed, sold, liquidated, and served as a chief executive officer, chief restructuring officer, director, chairman or committee chairman of a number of businesses operating in diverse sectors. Mr. Davis currently serves as a director of Verso Corporation, Sanchez Energy, Seadrill Limited, and VICI Properties Inc. During the past five years, Mr. Davis has been a director of the following public or formerly public companies: ALST Casino Holdco, LLC, Atlas Air Worldwide Holdings, Inc., Atlas Iron Limited, The Cash Store Financial Services, Inc., Dex One Corp., Genco Shipping & Trading Limited, Global Power Equipment Group, Inc., Goodrich Petroleum Corp., Great Elm Capital Corp., GSI Group, Inc., Hercules Offshore, Inc., HRG Group, Inc., Knology, Inc., SeraCare Life Sciences, Inc., Spansion, Inc., Spectrum Brands Holdings, Inc., Titan Energy LLC, Trump Entertainment Resorts, Inc., U.S. Concrete, Inc. and WMIH Corp. In addition, Mr. Davis is and has been a director of several private companies in various industries. Mr. Davis began his career in 1980 as an attorney and international negotiator with Exxon Corporation and Standard Oil Company (Indiana) and was in private practice from 1984 to 1998.
- **Zachary Viders.** Mr. Viders is a Managing Director and member of the Investment Committee for the Opportunistic Credit platform, focusing on private debt investments in special situations/direct lending and secondary markets. Prior to joining BlackRock in 2016, Mr. Viders was a Managing Director and Head of Distressed Investing for CCMP Capital, an \$8+ billion private equity firm where he helped launch a distressed-for-control investment mandate. Mr. Viders served in a similar role for Kohlberg & Co, a middle market private equity firm, where he also completed several traditional buyouts from 2008 through 2013. Earlier in his career, Mr. Viders was a credit analyst at Gradient Partners, a stressed/distressed hedge fund, and began his career as a restructuring banker at the Blackstone Group. Mr. Viders earned a Bachelor's degree in Economics from Harvard University in 1999 and a Master of Business Administration from Columbia University in 2005.
- **Jacob Mercer.** Mr. Mercer is a Partner, Head of Special Situations and Restructuring at Whitebox Advisors. Prior to joining Whitebox in 2007, Mr. Mercer worked for Xcel Energy Inc. (NASDAQ: XEL) ("Xcel Energy") as Assistant Treasurer and Managing Director. Before joining Xcel Energy, he was a Senior Credit Analyst and Principal at Piper Jaffray and a Research Analyst at Voyageur Asset Management. Mr. Mercer also

served as a logistics officer in the United States Army. Mr. Mercer has served as a director on numerous private and public company boards of directors, including current roles at HC Minerals since March 2024, Malamute Energy, Inc. since 2016, Currax Pharmaceuticals LLC since 2018, and Hornbeck Offshore since 2023. Past director roles include A.M. Castle & Co. (formerly OTC: CTAM) from 2017 to 2020, GT Advanced Technologies Inc. (formerly NASDAQ: GTAT) from 2019 to 2021, Hycroft Mining Holding Corporation (NASDAQ: HYMC), formerly Hycroft Mining Corporation, from 2015 to 2020, Hi-Crush Inc. (formerly NYSE: HCR) from October 2020 to March 2024, Par Pacific Holdings (NYSE: PARR), formerly Par Petroleum Corporation, from 2012 to 2015, Platinum Energy Solutions, Inc. (formerly NYSE: FRAC) from 2013 to 2017, Piceance Energy, LLC (d/b/a Laramie Energy) from 2012 to 2015, and SAExploration Holdings, Inc. (Formerly NASDAQ: SAEX) from July 2016 to June 2019 and from February 2020 to December 2020. Mr. Mercer holds a B.A. with a double major in economics and business management from St. John's University. He also holds the Chartered Financial Analyst (CFA) and the Certified Turnaround Professional (CTP) designations.

- **Damon Meyer.** Mr. Meyer is an Executive Director, and Head of Special Situations & Restructuring for Highbridge Capital Management. He joined Highbridge in 2016. Prior to joining Highbridge, Mr. Meyer was a Counsel in the Insolvency and Restructuring Group at Davis, Polk & Wardwell, LLP, where he represented a broad range of parties in domestic and international restructurings, workouts, financings and strategic transactions. Mr. Meyer graduated from Tufts University and holds a J.D. from Columbia University School of Law.

The identity of the additional member of the New Board is not known at this time.

Certain documents, or portions thereof, contained in this **Exhibit G** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exhibit G-1

Redline to the Identity of the New Board Filed with the Initial Plan Supplement

Exhibit G

Identities of the Members of the New Board

As of the Effective Date, the term of the current members of the board of directors of Vertex shall expire, and the members for the initial term of the New Board shall be appointed. As of the date of this Plan Supplement, the Debtors expect the New Board to include the following ~~three~~four directors:

- **Eugene Davis.** Mr. Davis is Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests, and strategic planning advisory services for domestic and international public and private business entities. Since forming PIRINATE in 1997, Mr. Davis has advised, managed, sold, liquidated, and served as a chief executive officer, chief restructuring officer, director, chairman or committee chairman of a number of businesses operating in diverse sectors. Mr. Davis currently serves as a director of Verso Corporation, Sanchez Energy, Seadrill Limited, and VICI Properties Inc. During the past five years, Mr. Davis has been a director of the following public or formerly public companies: ALST Casino Holdco, LLC, Atlas Air Worldwide Holdings, Inc., Atlas Iron Limited, The Cash Store Financial Services, Inc., Dex One Corp., Genco Shipping & Trading Limited, Global Power Equipment Group, Inc., Goodrich Petroleum Corp., Great Elm Capital Corp., GSI Group, Inc., Hercules Offshore, Inc., HRG Group, Inc., Knology, Inc., SeraCare Life Sciences, Inc., Spansion, Inc., Spectrum Brands Holdings, Inc., Titan Energy LLC, Trump Entertainment Resorts, Inc., U.S. Concrete, Inc. and WMIH Corp. In addition, Mr. Davis is and has been a director of several private companies in various industries. Mr. Davis began his career in 1980 as an attorney and international negotiator with Exxon Corporation and Standard Oil Company (Indiana) and was in private practice from 1984 to 1998.
- **Zachary Viders.** Mr. Viders is a Managing Director and member of the Investment Committee for the Opportunistic Credit platform, focusing on private debt investments in special situations/direct lending and secondary markets. Prior to joining BlackRock in 2016, Mr. Viders was a Managing Director and Head of Distressed Investing for CCMP Capital, an \$8+ billion private equity firm where he helped launch a distressed-for-control investment mandate. Mr. Viders served in a similar role for Kohlberg & Co, a middle market private equity firm, where he also completed several traditional buyouts from 2008 through 2013. Earlier in his career, Mr. Viders was a credit analyst at Gradient Partners, a stressed/distressed hedge fund, and began his career as a restructuring banker at the Blackstone Group. Mr. Viders earned a Bachelor's degree in Economics from Harvard University in 1999 and a Master of Business Administration from Columbia University in 2005.
- **Jacob Mercer.** Mr. Mercer is a Partner, Head of Special Situations and Restructuring at Whitebox Advisors. Prior to joining Whitebox in 2007, Mr. Mercer worked for Xcel Energy Inc. (NASDAQ: XEL) ("Xcel Energy") as Assistant Treasurer and Managing Director. Before joining Xcel Energy, he was a Senior

Credit Analyst and Principal at Piper Jaffray and a Research Analyst at Voyager Asset Management. Mr. Mercer also served as a logistics officer in the United States Army. Mr. Mercer has served as a director on numerous private and public company boards of directors, including current roles at HC Minerals since March 2024, Malamute Energy, Inc. since 2016, Currax Pharmaceuticals LLC since 2018, and Hornbeck Offshore since 2023. Past director roles include A.M. Castle & Co. (formerly OTC: CTAM) from 2017 to 2020, GT Advanced Technologies Inc. (formerly NASDAQ: GTAT) from 2019 to 2021, Hycroft Mining Holding Corporation (NASDAQ: HYMC), formerly Hycroft Mining Corporation, from 2015 to 2020, Hi-Crush Inc. (formerly NYSE: HCR) from October 2020 to March 2024, Par Pacific Holdings (NYSE: PARR), formerly Par Petroleum Corporation, from 2012 to 2015, Platinum Energy Solutions, Inc. (formerly NYSE: FRAC) from 2013 to 2017, Piceance Energy, LLC (d/b/a Laramie Energy) from 2012 to 2015, and SAExploration Holdings, Inc. (Formerly NASDAQ: SAEX) from July 2016 to June 2019 and from February 2020 to December 2020. Mr. Mercer holds a B.A. with a double major in economics and business management from St. John's University. He also holds the Chartered Financial Analyst (CFA) and the Certified Turnaround Professional (CTP) designations.

- **Damon Meyer.** Mr. Meyer is an Executive Director, and Head of Special Situations & Restructuring for Highbridge Capital Management. He joined Highbridge in 2016. Prior to joining Highbridge, Mr. Meyer was a Counsel in the Insolvency and Restructuring Group at Davis, Polk & Wardwell, LLP, where he represented a broad range of parties in domestic and international restructurings, workouts, financings and strategic transactions. Mr. Meyer graduated from Tufts University and holds a J.D. from Columbia University School of Law.

The identities of the additional members of the New Board are not known at this time.

Certain documents, or portions thereof, contained in this **Exhibit G** and the Plan Supplement remain subject to continued review by the Debtors, the Required Consenting Term Loan Lenders, and interested parties with respect thereto. The respective rights of the Debtors and the Required Consenting Term Loan Lenders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.