

**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 OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on November 18, 2024, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. 431] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit votes on the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and its Debtor Affiliates* [Docket No. 425] (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving 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 containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed the Plan Supplement with the Court on December 13, 2024 [Docket No. 531]. The Plan Supplement, as defined in the Plan, 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

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 or the Disclosure Statement Order, as applicable.



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Intermediation Facility Documents (if any); (j) the Restructuring Transactions Memorandum; (k) the identity of the New Board, if applicable; (l) the GUC Trust Agreement; (m) solely to the extent required under section 1129(a)(5) of the Bankruptcy Code, the MIP Documents; and (n) the RVO Settlement Agreement. 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.

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 is **December 18, 2024, at 4:00 p.m.**, prevailing Central Time (the “Plan Objection Deadline”). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the 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>.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AND NOTICING AGENT.

Houston, Texas
December 13, 2024

/s/ Jason G. Cohen

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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.

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) Chapter 11
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**PLAN SUPPLEMENT FOR THE DEBTORS’
FIRST AMENDED JOINT CHAPTER 11 PLAN
OF VERTEX ENERGY, INC. AND ITS DEBTOR AFFILIATES**

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D	Matheson Mutual Release Agreement
E	New Organizational Documents
F	Restructuring Transactions Memorandum
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H	GUC Trust Agreement
I	MIP Documents
J	The RVO Settlement Agreement

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

[To be filed at a later date.]

Exhibit B

Schedule of Rejected Executory Contracts and Unexpired Leases

[To be filed at a later date.]

Exhibit C

Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained in this **Exhibit C** 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.

Schedule of Retained Causes of Action

Article IV.J of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article IX of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article IX, or GUC Causes of Action transferred pursuant to the Plan.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or Entity may rely on the absence of a specific reference in the RSA, the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan, including Article IX of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

Subject to the Committee Settlement, the Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Person or Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in the Plan, including Article IX of the Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. Subject to the Committee Settlement, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.J of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule C(i)** attached hereto.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule C(ii)** attached hereto.

3. Claims Related to Contracts

Unless otherwise specifically released pursuant to the Plan, the Debtors and Reorganized Debtors, as applicable, expressly reserve all Causes of Actions based in whole or in part upon any and all contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, including, without limitation, all Executory Contracts and Unexpired Leases that are assumed pursuant to the Plan or were previously assumed by the Debtors. The Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, customers, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) for counterclaims and defenses related to any contractual obligations; (g) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code;

and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in Schedule C(iii) attached hereto.

4. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Person or Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in Schedule C(iv) attached hereto.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Person or Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them. The Claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmen's, possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment

or collateral is specifically identified herein.³ Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Persons and Entities identified in **Schedule C(v)** attached hereto.

7. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

³ For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* [Docket No. 63] or otherwise provided as "adequate assurance of payment" (as that term is used by Section 366 of the Bankruptcy Code).

Exhibit C(i)

Claims Related to Insurance Policies

Name of Counterparty	Nature
AIG 1271 AVE OF AMERICAS FLOOR 37 NEW YORK, NY 10020-1304 UNITED STATES	Claims Related to Insurance Policies
AIG (RISK SPECIALISTS COMPANIES INSURANCE AGENCY; INC.) 2929 ALLEN PARKWAY SUITE 1000 HOUSTON, TX 77019 UNITED STATES	Claims Related to Insurance Policies
ALESCO 2245 TEXAS DRIVE SUITE 460 SUGAR LAND, TX 77479 UNITED STATES	Claims Related to Insurance Policies
ALLIANZ 225 WEST WASHINGTON ST SUITE 1800 CHICAGO, IL 60606-3484 UNITED STATES	Claims Related to Insurance Policies
ALLIED ATTN: CLAIMS DEPARTMENT 1690 NEW BRITIAN AVE. SUITE 101 FARMINGTON, CT 06032 UNITED STATES	Claims Related to Insurance Policies
AMERICAN INTERNATIONAL GROUP UK LTD THE AIG BUILDING 58 FENCHURCH ST LONDON, EC3M 4AB UNITED KINGDOM	Claims Related to Insurance Policies
AMTRUST 800 SUPERIOR AVE. EAST FLOOR 21 CLEVELAND, OH 44114 UNITED STATES	Claims Related to Insurance Policies
ARCH BDA 100 PITTS BAY RD P.O BOX HM129 HAMILTON, AX BERMUDA	Claims Related to Insurance Policies
ARGO 90 PITTS BAY RD PEMBROKE, 8 BERMUDA	Claims Related to Insurance Policies

Name of Counterparty	Nature
ARGO; COLONY 5080 SPECTRUM DR SUITE 101W ADDISON, TX 75001 UNITED STATES	Claims Related to Insurance Policies
ARISE BOILER INSPECTION P.O. BOX 23790 1700 EASTPOINT PARKWAY LOUISVILLE, KY 40223-0790 UNITED STATES	Claims Related to Insurance Policies
ARK CHESNEY HOUSE 1ST FLOOR 96 PITTS BAY RD HAMILTON, HM08 BERMUDA	Claims Related to Insurance Policies
ASCOT 55 W 46TH ST FLOOR 26 NEW YORK, NY 10036 UNITED STATES	Claims Related to Insurance Policies
ASCOT; BEAZLEY; STRATFORD 55 WEST 46TH ST 26TH FLOOR NEW YORK, NY 10036 UNITED STATES	Claims Related to Insurance Policies
ASPEN 499 WASHINGTON BOULEVARD FLOOR 8 JERSEY CITY, NJ 07310 UNITED STATES	Claims Related to Insurance Policies
AWAC 199 WATER ST 24TH FLOOR NEW YORK, NY 10038 UNITED STATES	Claims Related to Insurance Policies
AXA XL 200 LIBERTY ST. 25TH FLOOR NEW YORK, NY 10281 UNITED STATES	Claims Related to Insurance Policies
AXAXL BDA O'HARA HOUSE PO BOX HM 2245 ONE BERMUDIANA RD HAMILTON, HM 08 BERMUDA	Claims Related to Insurance Policies

Name of Counterparty	Nature
AXIS 233 SOUTH WACKER DRIVE SUITE 4930 CHICAGO, IL 60606 UNITED STATES	Claims Related to Insurance Policies
BEAZLEY 2101 CITYWEST BLVD HOUSTON, TX 77042 UNITED STATES	Claims Related to Insurance Policies
BEAZLEY; STRATFORD; SOMPO 30 BATTERSON PARK ROAD FARMINGTON, CT 06032 UNITED STATES	Claims Related to Insurance Policies
BERKLEY 550 W JACKSON BLVD SUITE 500 CHICAGO, IL 60661 UNITED STATES	Claims Related to Insurance Policies
BERKSHIRE HATHAWAY 1314 DOUGLAS ST SUITE 1400 OMAHA, NE 68102 UNITED STATES	Claims Related to Insurance Policies
BERKSHIRE HATHAWAY SPECIALTY INSURANCE 2800 POST OAK BOULEVARD SUITE 4050 HOUSTON, TX 77056 UNITED STATES	Claims Related to Insurance Policies
C&F 305 MADISON AVE MORRISTOWN, NJ 07960 UNITED STATES	Claims Related to Insurance Policies
C.N.A CNA PLAZA CHICAGO, IL 60685 UNITED STATES	Claims Related to Insurance Policies
C.N.A; LIBERTY CNA PLAZA CHICAGO, IL 60685 UNITED STATES	Claims Related to Insurance Policies

Name of Counterparty	Nature
CHUBB TWO RIVERWAY SUITE 900 HOUSTON, TX 77056 UNITED STATES	Claims Related to Insurance Policies
CHUBB BDA ATTN: CHUBB BERMUDA INSURANCE LTD. 17 WOODBOURNE AVE. HAMILTON, HM 08 BERMUDA	Claims Related to Insurance Policies
COLONY 5080 SPECTRUM DR SUITE 1010W ADDISON, TX 75001 UNITED STATES	Claims Related to Insurance Policies
EMERALD- RYAN SPECIALTY C/O ASPEN MANAGEING AGENCY 30 FENCHURCH STREET PLANTATION PLACE LONDON, EC3M3B UNITED KINGDOM	Claims Related to Insurance Policies
ENVIAINT 800 TOWN & COUNTRY BLVD SUITE 400 HOUSTON, TX 77024 UNITED STATES	Claims Related to Insurance Policies
EVEREN PO BOX HM 1751 HAMILTON, HM GX BERMUDA	Claims Related to Insurance Policies
EVEREN BDA PO BOX HM 1751 HAMILTON, HM GX BERMUDA	Claims Related to Insurance Policies
EVEREST 100 EVEREST WAY WARREN CORPORATE CENTER WARREN, NJ 07059 UNITED STATES	Claims Related to Insurance Policies
GLOBAL AEROSPACE 115 TABOR ROAD SUITE 3A MORRIS PLAINS, NJ 07950 UNITED STATES	Claims Related to Insurance Policies

Name of Counterparty	Nature
GROUP ARK INS LTD BERMUDA CHESNEY HOUSE 1ST FLOOR 96 PITTS BAY RD HAMILTON, HM08 BERMUDA	Claims Related to Insurance Policies
HAMILTON 1001 BRICKELL BAY DRIVE SUITE 2208 MIAMI, FL 33131 UNITED STATES	Claims Related to Insurance Policies
HAMILTON BDA WELLESLEY HOUSE NORTH 1ST FLOOR 90 PITTS BAY RD PEMBROKE, HM08 BERMUDA	Claims Related to Insurance Policies
HAMILTON INSURANCE DAC 1001 BRICKELL BAY DRIVE SUITE 2208 MIAMI, FL 33131 UNITED STATES	Claims Related to Insurance Policies
HELIX (SOMERS) BDA 92 PITTS BAY RD HAMILTON, BERMUDA	Claims Related to Insurance Policies
HELIX BDA 92 PITTS BAY RD HAMILTON, BERMUDA	Claims Related to Insurance Policies
IRONSHORE 7900 WINDROSE AVE SUITE 19 PLANO, TX 75024 UNITED STATES	Claims Related to Insurance Policies
LIBERTY 20 FENCHURCH ST LONDON, EC3M 3AW UNITED KINGDOM	Claims Related to Insurance Policies
LIBERTY BDA CLARENDON HOUSE 2 CHURCH ST HAMILTON, HM 11 BERMUDA	Claims Related to Insurance Policies

Name of Counterparty	Nature
LLOYDS C/O INIGO MANAGING AGENT 7TH FLOOR ONE CREECHURCH PLACE LONDON, EC3A5A UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS 1414 ACS ONE LIME ST LONDON, EC3M 7HA UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; APL 1969; OPENERGY; AML 2001 C/O APOLLO SYNDICATE MANAGEMENT LTD ONE BISHOPSGATE LONDON, EC2N3A UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; APL 1969; OPENERGY; QBE; CNP 4444 58 FRENCHURCH ST LONDON, EC3M 4AB UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; BRT 2987; KII 9029 122 LEADENHALL ST LONDON, EC3V4A UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; IGO 1301; EQU 9533 C/O INIGO MANAGING AGENT 7TH FLOOR ONE CREECHURCH PLACE LONDON, EC3A5A UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; OPENERGY; ASC ONE LIME ST LONDON, EC3M7HA UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; QBE; CNP 4444; OPENERGY PLANTATION PLACE 30 FENCHURCH STREET LONDON, EC3M 3BD UNITED KINGDOM	Claims Related to Insurance Policies
LLOYDS; QBE; IGO 1301 PLANTATION PLACE 30 FENCHURCH STREET LONDON, EC3M 3BD UNITED KINGDOM	Claims Related to Insurance Policies

Name of Counterparty	Nature
LLOYDS; SCOR; EMERALD; ARCADIAN; MARKEL C/O SCOR MANAGING AGENCY 10 LIME ST LONDON, EC3M7A UNITED KINGDOM	Claims Related to Insurance Policies
MARKEL ATTN: MARKEL - CLAIMS P.O BOX 2009 GLEN ALLEN, VA 23058-2009 UNITED STATES	Claims Related to Insurance Policies
MARKEL BDA MARKEL HOUSE 2 FRONT ST HAMILTON, HM11 BERMUDA	Claims Related to Insurance Policies
NAVIGATORS 1 PENN PLAZA NEW YORK, NY 10119 UNITED STATES	Claims Related to Insurance Policies
OCIL 2200 POST OAK BLVD SUITE 1000 HOUSTON, TX 77056 UNITED STATES	Claims Related to Insurance Policies
PRICE FORBES ATTN: ARDONAGH SPECIALTY LIMITED T/A PRICE FORBES & PARTNERS 2 MINSTER COURT, MINCING LANE LONDON, EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
SAFE HARBOR 66 WHITECAP NORTH KINGSTOWN, RI 02852 UNITED STATES	Claims Related to Insurance Policies
SCOTTSDALE ONE WEST NATIONWIDE BLVD COLUMBUS, OH 43215 UNITED STATES	Claims Related to Insurance Policies
SOMPO 12222 MERIT DRIVE SUITE 950 DALLAS, TX 75251 UNITED STATES	Claims Related to Insurance Policies

Name of Counterparty	Nature
STARR 399 PARK AVE FLOOR 37 NEW YORK, NY 10022 UNITED STATES	Claims Related to Insurance Policies
STARR TECHNICAL RISKS A DIVISION WITHIN STARR COMPANIES 5151 SAN FELIPE STREET SUITE 200 HOUSTON, TX 77056-3638 UNITED STATES	Claims Related to Insurance Policies
SWISS RE CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION 1200 MAIN ST. SUITE 800 KANSAS CITY, MO 64105 UNITED STATES	Claims Related to Insurance Policies
WESTCHESTER 11575 GREAT OAKS WAY SUITE 200 ALPHARETTA, GA 30022 UNITED STATES	Claims Related to Insurance Policies
WHITE BEAR 2 MINISTER COURT MINCING LN FLOOR 1 LONDON, UNITED KINGDOM	Claims Related to Insurance Policies
XL 505 EAGLEVIEW BLVD SUITE 100 EXTON, PA 19341-1120 UNITED STATES	Claims Related to Insurance Policies
ZURICH 1299 ZURICH WAY SCHAUMBURG, IL 60196-1056 UNITED STATES	Claims Related to Insurance Policies

Exhibit C(ii)

Claims Related to Taxing Authorities

Name of Counterparty	Nature
ALABAMA DEPARTMENT OF REVENUE 50 NORTH RIPLEY ST MONTGOMERY, AL, 36130	Claims Related to Taxing Authorities
ALABAMA LIQUIEFIED PETROLEUM GAS BOARD 777 SOUTH LAWRENCE ST SUITE 100 MONTGOMERY, AL, 36104	Claims Related to Taxing Authorities
BEXAR COUNTY TAX ASSESSOR-COLLECTOR P.O. BOX 2903 SAN ANTONIO, TX, 78299-2903	Claims Related to Taxing Authorities
CALIFORNIA FRANCHISE TAX BOARD LEGAL DIVISION PO BOX 1720 RANCHO CORDOVA, CA, 95741-1720	Claims Related to Taxing Authorities
CAMP CENTRAL APPRAISAL DISTRICT 143 QUITMAN ST PITTSBURG, TX, 75686	Claims Related to Taxing Authorities
CHAMBERS COUNTY TAX ASSESSOR PO BOX 519 ANAHUAC, TX, 77514	Claims Related to Taxing Authorities
CITY OF MOBILE REVENUE DEPARTMENT PO BOX 3065 MOBILE, AL, 36652-3065	Claims Related to Taxing Authorities

Name of Counterparty	Nature
CLEAR CREEK ISD PO BOX 650395 DALLAS, TX, 75265-0395	Claims Related to Taxing Authorities
CLEAR LAKE CITY W.A. 900 BAY AREA BLVD. HOUSTON, TX, 77058	Claims Related to Taxing Authorities
FLORIDA DEPARTMENT OF REVENUE 5050 W. TENNESSEE ST. TALLAHASSEE, FL, 32399	Claims Related to Taxing Authorities
GOOSE CREEK ISD P.O. BOX 2805 BAYTOWN, TX, 77522-2805	Claims Related to Taxing Authorities
HARRIS COUNTY TAX ASSESSOR-COLLECTOR P.O. BOX 4622 HOUSTON, TX, 77210-4622	Claims Related to Taxing Authorities
INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA, PA, 19101-7346	Claims Related to Taxing Authorities
JEFFERSON COUNTY TAX ASSESSOR COLLECTOR PO BOX 2112 BEAUMONT, TX, 77704-2112	Claims Related to Taxing Authorities

Name of Counterparty	Nature
JEFFERSON PARISH SHERIFF'S OFFICE PO BOX 130 GRETNA, LA, 70054-0130	Claims Related to Taxing Authorities
LIVINGSTON PARISH SHERIFF'S OFFICE PO BOX 370 LIVINGSTON, LA, 70754-0370	Claims Related to Taxing Authorities
LOUISIANA DEPARTMENT OF REVENUE PO BOX 201 BATON ROUGE, LA, 70821-0201	Claims Related to Taxing Authorities
MISSISSIPPI DEPARTMENT OF REVENUE P.O BOX 22808 JACKSON, MS, 39225-2808	Claims Related to Taxing Authorities
MOBILE COUNTY LICENSE COMMISSION P.O. DRWARER 161009 MOBILE, AL, 36616	Claims Related to Taxing Authorities
MOBILE COUNTY REVENUE COMMISSION P.O BOX 1169 MOBILE, AL, 36633	Claims Related to Taxing Authorities
NUECES COUNTY TAX ASSESSOR-COLLECTOR P.O. BOX 2810 CORPUS CHRISTI, TX, 78403-2810	Claims Related to Taxing Authorities

Name of Counterparty	Nature
PLAQUEMINES PARISH SALES TAX DIVISION 333 F.EDWARD HERBERT BLVD. BUILDING 102, SUITE 345 BELLE CHASSE, LA, 70037	Claims Related to Taxing Authorities
PLAQUEMINES PARISH SHERIFF'S OFFICE 8022 HIGHWAY 23 BELLE CHASSE, LA, 70037	Claims Related to Taxing Authorities
PROPANE EDUCATION & RESEARCH COUNCIL 200 S. 10TH ST FLOOR 10 SUITE 1075 RICHMOND, VA, 23219	Claims Related to Taxing Authorities
TENNESSEE DEPARTMENT OF REVENUE PO BOX 20207 NASHVILLE, TN, 37202	Claims Related to Taxing Authorities
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS PO BOX 13528 AUSTIN, TX, 78711	Claims Related to Taxing Authorities
TRAVIS COUNTY TAX ASSESSOR PO BOX 149328 AUSTIN, TX, 78714-9328	Claims Related to Taxing Authorities
VERMILLION PARISH SHERRIFF'S OFFICE PO BOX 307 ABBEVILLE, LA, 70511-0307	Claims Related to Taxing Authorities

Name of Counterparty	Nature
WISE COUNTY TAX ASSESSOR 404 W. WALNUT DECATUR, TX, 76234-1372	Claims Related to Taxing Authorities

Exhibit C(iii)

Claims Related to Contracts

Name of Counterparty	Nature
AARON KEYS AND ASSOCIATES, INC. 13231 CHAMPIONS FOREST DR. HOUSTON, TX 77069	Claims Related to Contracts
AARON KEYS 13231 CHAMPIONS FOREST DR. HOUSTON, TX 77069	Claims Related to Contracts
HARLEY MARINE FINANCING, LLC 910 SW SPOKANE STREET SEATTLE, WA 98134	Claims Related to Contracts
IDEMITSU APOLLO RENEWABLE CORP AND IDEMITSU KOSAN CO., LTD. 1831 16TH STREET SACRAMENTO, CA 95811 UNITED STATES	Claims Related to Contracts
PARKER TOWING COMPANY, INC. 1001 3RD STREET P.O. BOX 20908 NORTHPORT, AL 35476 UNITED STATES	Claims Related to Contracts

Exhibit C(iv)

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

Name of Counterparty	Nature
AARON KEYS AND ASSOCIATES, INC. 13231 CHAMPIONS FOREST DR. HOUSTON, TX 77069	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
AARON KEYS 13231 CHAMPIONS FOREST DR. HOUSTON, TX 77069	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
AARON TURNER ATTN: HOLLAND & KNIGHT LLP ONE ARTS PLAZA 1722 ROUTH STREET SUITE 1500 DALLAS, TX 75201	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
AARON WHITT ATTN: THE BRISCOE LAW FIRM, PLLC 12700 PARK CENTRAL DRIVE SUITE 520 DALLAS, TX 75252	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
ALVIN HUGHES LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
ANDRE SINGLEY LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ANN ORGANO LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ANSUL ONE STANTON STREET MARINETTE, WI 54143	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
AURORA JACKSON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
BECKY VALLEE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
BRITTANY CAINE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
BRUCE SCIONEAX LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
CHEMGUARD ONE STANTON STREET MARINETTE, WI 54143	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
CINDY VICKNAIR LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
DANIEL JENA LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
DEBORRA TRIBE ATTN: THOMAS DISCON 424 N. CAUSEWAY BLVD., SUITE A MANDEVILLE, LA 70448	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
DERRICK WILLIAMS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
DESTINEY CAINE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
DONNA ALLEN LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
DOROTHY CHAMPAGNE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
ELAINE HART LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ELAINE TURNER LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
EMILY HART LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
EMILY HART, ELAINE HART ON BEHALF OF ADELINE HART, JUDY MORTON, SHANEEA MORTON, EMMA JENKINS, WILLIAM JENKINS AND DERRICK ROBINSON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ERIC BENDER AND NADER MISRI ATTN: CONDON TOBIN SLADEK THORNTON NERENBERG PLLC 8080 PARK LN SUITE 700 DALLAS, TX 75231	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

Name of Counterparty	Nature
EUDORO TENORIO LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
FELICIA WILLIAMS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
FREDERELLE ROBINSON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
GEOCYCLE LLC P.O. BOX LBX 978518 DALLAS, TX 75397-8518	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
GERALDINE DAVIS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
GILBERT CAINE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
GILBERT JARNIGAN LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
HARLEY MARINE FINANCING, LLC DANIEL PAIGE, VP AND GC 910 SW SPOKANE STREET SEATTLE, WA 98134	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
HARVESTONE COMMODITIES, LLC 2550 MERIDIAN BLVD SUITE 390 FRANKLIN, TN 37067 UNITED STATES	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
HENRY WILLIAMS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
JASON DICKSON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
JAMES A. BLOCK LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
JANENE BAHAM LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
JEFFREY SINGLEY LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
JOAN STRAUSS FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

Name of Counterparty	Nature
JOSEPHINE HUNTER LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
KENDRA CANNON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
LASHAWN JONES LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
MARIE ORTIZ LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
MARTIN ENERGY SERVICES LLC THREE RIVERWAY SUITE 400 HOUSTON, TX 77056	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

Name of Counterparty	Nature
MELVIN AUTRY ATTN: JAMES P. MEADOR, JR. 164 SAINT EMANUEL STREET MOBILE, AL 36602	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
MINDY ORGANO LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
NATIONAL FOAM 141 JUNNY RD. ANGIER, NC 27501	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
NECOLE SINGLEY LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
NEWTON LABATUT LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
NEXTEP BUSINESS SOLUTIONS IV, INC. 107 SAINT FRANCIS NORMAN, OK 73072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
NEXTEP INC. 1800 N. INTERSTATE DR. NORMAN, OK 73072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
OLYMPIC TUG AND BARGE, INC. 910 SW SPOKANE ST SEATTLE, WA 98134-1125	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
PACE TPA 1645 SHAW AVE. SUITE 101 CLOVIS, CA 93611	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
PATRICIA MIMITE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
PENTHOL LLC ATTN: HOLLAND & KNIGHT LLP 1722 ROUTH ST STE 1500 DALLAS, TX 75201	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
PHIL LEVSON ATTN: BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. 218 COMMERCE STREET MONTGOMERY, AL 36104	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
ROBIN ANGELICA LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ROSALIE ORGANO LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
ROSE DELATTE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
RUSSELL DOUCET LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
SAVANNAH SINGLEY LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
SETH BARTHELEMY LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
SHERRIE MCGAHA LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
SHIRLEY WILLIAMS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	

Name of Counterparty	Nature
STACEY CAINE LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
STACY DAVIS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
SUZETTE TOUPS LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
TIMMY DOGAN LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
TODD A. OMEN 563 RICHMOND AVE ZANESVILLE, OH 43701 UNITED STATES	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

Name of Counterparty	Nature
UNI-TANKERS USA LLC SUITE 2100 440 LOUISIANA STREET HOUSTON, TX 77002 UNITED STATES	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
VALENCIA JACKSON LAW OFFICE OF J. PATRICK CONNICK, LLC ATTN: J. PATRICK CONNICK 5201 WESTBANK EXPRESSWAY SUITE 100 MARRERO, LA 70072	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
FALCON LAW FIRM ATTN: TIMOTHY J. FALCON, JEREMIAH A. SPRAGUE, JARETT S. FALCON 5044 LAPALCO BLVD MARRERO, LA 70072	
WILLIAM C. PASSMORE ATTN: JACKSON & FOSTER, LLC 75 ST. MICHAEL STREET MOBILE, AL 36602	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION
ZACHARY SINRICH ATTN: AHMAD, ZAVITSANOS & MENSING, PLLC 1221 MCKINNEY STREET SUITE 2500 HOUSTON, TX 77010	CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

Exhibit C(v)

Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Name of Counterparty	Nature
AFPM 1800 M STREET, NW SUITE 900 NORTH WASHINGTON, DC 20036	Claims Related to Prepayment
AIS SOFTWARE 901 HARRIS AVE BELLINGHAM, WA 98225	Claims Related to Prepayment
ALESCO 2245 TEXAS DRIVE SUITE 460 SUGAR LAND, TX 77479 UNITED STATES	Claims Related to Prepayment
ALLIUM US HOLDING LLC 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112 UNITED STATES	Claims Related to Prepayment
AMERIFLEX 2508 HIGHLANDER WAY STE 200 CARROLLTON, TX 75006 UNITED STATES	Claims Related to Deposit
ARGUS MEDIA, INC. 2929 ALLEN PARKWAY SUITE 700 HOUSTON, TX 77019 UNITED STATES	Claims Related to Prepayment
ASPEN TECHNOLOGY, INC. 20 CROSBY DRIVE BEDFORD, MA 01730	Claims Related to Prepayment
ASSAI SOFTWARE SERVICES BV PARALLELWEG OOST 13A CULEMBORG, 4103 NC NETHERLANDS	Claims Related to Prepayment
ATMOS ENERGY PO BOX 740353 CINCINNATI, OH 45274-0353 UNITED STATES	Claims Related to Deposit

Name of Counterparty	Nature
ATMOS ENERGY CORPORATION ATTN BNKRPT GROUP PO BOX 650205 DALLAS, TX 75265-0205	Claims Related to Prepayment
AVALARA INC 255 S. KING ST. SUITE 1800 SEATTLE, WA 98104 UNITED STATES	Claims Related to Prepayment
AVETTA, LLC 1330 POST OAK BLVD., SUITE 600 HOUSTON, TX 77056 UNITED STATES	Claims Related to Prepayment
AVEVA SOFTWARE, LLC 26561 RANCHO PARKWAY SOUTH LAKE FOREST, CA 92630-8301 UNITED STATES	Claims Related to Prepayment
BAY & BECK PO BOX 60881 LAFAYETTE, LA 70506 UNITED STATES	Claims Related to Deposit
BENTLY NEVADA LLC 1631 BENTLY PARKWAY SOUTH MINDEN, NV 89423-4119 UNITED STATES	Claims Related to Prepayment
BOOMI, INC. PO BOX 842848 BOSTON, MA 02284-2848 UNITED STATES	Claims Related to Prepayment
BPVIF V HOLDINGS 1 SANSOME STREET SUITE 1500 SAN FRANCISCO, CA 94104 UNITED STATES	Claims Related to Deposit
CDW DIRECT LLC 200 N MILWAUKEE AVENUE VERNON HILLS, IL 60061-1577 UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
CENOSCO CUSTOM B.V VAN DE SPIEGELSTRAAT 9 DEN HAAG, 2518 ES NETHERLANDS	Claims Related to Prepayment
CITY OF MOBILE ATTN: REVENUE DEPARTMENT 205 GOV'T ST., S. TOWER RM. 243 P.O. BOX 3065 MOBILE, AL 36652-3065 UNITED STATES	Claims Related to Prepayment
CONSUMER PETROLEUM & TRANSPORT SERVICES 4478 JOHNSTON PKWY CLEVELAND, OH 44128	Claims Related to Deposit
COUPA SOFTWARE INC 1855 S. GRANT STREET SAN MATEO, CA 94402 UNITED STATES	Claims Related to Prepayment
CRAWFORD ELECTRIC SUPPLY CO INC 3232 MOFFETT ROAD MOBILE, AL 36607 UNITED STATES	Claims Related to Prepayment
CREATIVE ITC CONSULTING INC 445 S.FIGUEROA STREET, 31ST FLOOR LOS ANGELES, CA 90071 UNITED STATES	Claims Related to Prepayment
CSX TRANSPORTATION CSXT N/A 129654 P.O. BOX 532652 ATLANTA, GA 30353-2652 UNITED STATES	Claims Related to Prepayment
DARKTRACE LIMITED MAURICE WILKES BUILDING ST. JOHN'S INNOVATION PARK, COWLEY ROAD CAMBRIDGE, CB4 0DS UNITED KINGDOM	Claims Related to Prepayment
DLA DISPOSITION SERVICES HART-DOYLE-INOUE FEDERAL CENTER 74 WASHINGTON AVE BATTLE CREEK, MI 49037	Claims Related to Prepayment

Name of Counterparty	Nature
DOCEBO NA, INC. 600 N. THOMAS STREET, SUITE A ATHENS, GA 30601 UNITED STATES	Claims Related to Prepayment
DURHAM CAPITAL CORPORATION 590 MADISON AVE -21ST FLOOR NEW YORK, NY 10022 UNITED STATES	Claims Related to Prepayment
ELEMENT 78 PARTNERS, LLC PO BOX 735443 CHICAGO, IL 60673 UNITED STATES	Claims Related to Prepayment
EPCON SOFTWARE SUITE E200 2717 COMMERCIAL CENTER B KATY, TX 77494 UNITED STATES	Claims Related to Prepayment
ERICKSON TRUCKS N PARTS PO BOX 351 JACKSON, MN 56143 UNITED STATES	Claims Related to Deposit
ERICKSON TRUCKS N PARTS PO BOX 351 JACKSON, MN 56143 UNITED STATES	Claims Related to Prepayment
GARTNER, INC 56 TOP GALLANT ROAD P.O. BOX 911319 STAMFORD, CT 06902 UNITED STATES	Claims Related to Prepayment
GFL ENVIRONMENTAL INC. 8409 -15 STREET EDMONTON, T6P OB8 CANADA	Claims Related to Prepayment
GSE PERFORMANCE SOLUTIONS INC SUITE 470 6940 COLUMBIA GATEWAY DRI COLUMBIA, MD 21046 UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
HONEYWELL DBA MATRIKON INT 3333 UNITY DRIVE MISSISSAUGA, L5L 3S6 CANADA	Claims Related to Prepayment
HORIBA INSTRUMENTS INCORPORATED 9755 RESEARCH DRIVE IRVINE, CA 92618	Claims Related to Prepayment
HSI WORKPLACE COMPLIANCE SOLUTIONS INC 6136 FRISCO SQUARE BLVD SUITE 285 FRISCO, TX 75034 UNITED STATES	Claims Related to Prepayment
HTRI P.O. BOX 1390 NAVASOTA, TX 77868	Claims Related to Prepayment
IHS GLOBAL INC 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112-5710 UNITED STATES	Claims Related to Prepayment
INDIANA RAILROAD COMPANY PO BOX 858741 MINNEAPOLIS, MN 55485 UNITED STATES	Claims Related to Prepayment
INDORAMA VENTURES OXIDES, LLC 24 WATERWAY AVE. SUITE 1100 THE WOODLANDS, TX 77380	Claims Related to Prepayment
INDUSTRIAL PIPE, INC. 11266 HIGHWAY 23 BELLE CHASSE, LA 70037 UNITED STATES	Claims Related to Prepayment
INFRONT DEVICES AND SYSTEMS LLC 187 DALWILL DRIVE MANDEVILLE, LA 70471 UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
INTERGRAPH CORPORATION HEXAGON'S ASSET LIFESTYLE INTELLIGENCE DIVISION 305 INTERGRAPH WAY MADISON, AL 35758 UNITED STATES	Claims Related to Prepayment
JEFFERSON PARISH WATER 1221 ELMWOOD PARK BOULEVARD SUITE 909 JEFFERSON, LA 70123	Claims Related to Deposit
KANSAS CITY SOUTHERN RAILROAD PO BOX 74007465 CHICAGO, IL 60674-7465 UNITED STATES	Claims Related to Deposit
L. CALHOUN RANCH, LLC C/O LANA LARSEN 6600 MOUNT SHARP ROAD WIMBERLY, TX 78676 UNITED STATES	Claims Related to Prepayment
LOCKTON COMPANIES, LLC DEPT 3036 P.O. BOX 123036 DALLAS, TX 75312-3036 UNITED STATES	Claims Related to Prepayment
MACQUARIE 500 DALLAS ST HOUSTON, TX 77002	Claims Related to Prepayment
MACQUARIE ENERGY NORTH AMERICA TRADING INC. 500 DALLAS STREET, SUITE 3300 HOUSTON, TX 77002 UNITED STATES	Claims Related to Deposit
MATHESON TRI-GAS, INC. C/O KARL D. BURRER GREENBERG TRAUIG, LLP 1000 LOUISIANA STREET, SUITE 6700 HOUSTON, TX 77002	Claims Related to Prepayment
MCGRIFF INSURANCE SERVICES, INC 3201 BEECHLEAF CT, STE 200 RALEIGH, NC 27604 UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
MCGRIFF, SEIBELS & WILLIAMS, INC. DRAWER #456 P.O. BOX 11407 BIRMINGHAM, AL 35246-0456 UNITED STATES	Claims Related to Prepayment
MICROCAD TRAINING AND CONSULTING INC 440 ARSENAL STREET WATERTOWN, MA 02472 UNITED STATES	Claims Related to Prepayment
MOIZ FOULAD 2200 VALLEYDALE ROAD BIRMINGHAM, AL 35244	Claims Related to Deposit
NETJET ATTN: NETJETS CONTRACTS DEPARTMEN 4111 BRIDGEWAY AVENUE COLUMBUS, OH 43219 UNITED STATES	Claims Related to Deposit
NORFOLK SOUTHERN RAILWAY COMPANY NORFOLK SOUTHERN CORPORATION 650 W PEACHTREE ST NW KRISTI BLAIR DIRECTOR - REAL ESTATE ATLANTA, GA 30308 UNITED STATES	Claims Related to Prepayment
OAK POINT PROPERTIES 2 MUSIC CIRCLE S., SUITE 200 NASHVILLE, TN 37203 UNITED STATES	Claims Related to Deposit
OKLAHOMA ELECTRIC 2520 HEMPHILL DR NORMAN, OK 73069	Claims Related to Deposit
OKTA INC. P.O. BOX 743620 LOS ANGELES, CA 90074-3620 UNITED STATES	Claims Related to Prepayment
ONSOLVE LLC 6240 AVALON BLVD. ALPHARETTA, GA 30009	Claims Related to Prepayment

Name of Counterparty	Nature
PRICE FORBES ATTN: ARDONAGH SPECIALTY LIMITED T/A PRICE FORBES & PARTNERS 2 MINSTER COURT, MINCING LANE LONDON, EC3R 7PD UNITED KINGDOM	Claims Related to Prepayment
PTC INC 121 SEAPORT BOULEVARD BOSTON, MA 02210 UNITED STATES	Claims Related to Prepayment
RACOM BUSINESS INC 250 PARKWAY DRIVE STE 150 AT#110 LINCOLNSHIRE, IL 60069 UNITED STATES	Claims Related to Prepayment
ROLL OUT LOGISTICS 4855 KNOB HIU ROAD ATTENTION: CARLOS BASTEIUM AZLE, TX 76020 UNITED STATES	Claims Related to Deposit
SALESFORCE COM, INC. PO BOX 203141 DALLAS, TX 75320 UNITED STATES	Claims Related to Prepayment
SAMSARA NETWORKS, INC. PO BOX 735462 DALLAS, TX 75373 UNITED STATES	Claims Related to Prepayment
SAP AMERICA, INC. 3999 W CHESTER PIKE NEWTOWN SQUARE, PA 19073-2305	Claims Related to Prepayment
SHELL ENERGY NORTH AMERICA (US) LP ATTN: MARGIN DESK 1000 MAIN STREET HOUSTON, TX 77010 UNITED STATES	Claims Related to Deposit
SHIFTBOARD INC P.O. BOX 21329 WA UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
SOUTHERN HOSE & GASKET OF AL LLC 2106 AVENUE C MOBILE, AL 36605 UNITED STATES	Claims Related to Deposit
SPHERA SOLUTIONS INC STE 1900 130 E RANDOLPH ST CHICAGO, IL 60601 UNITED STATES	Claims Related to Prepayment
STORMGEO, INC. DEPT 2728 PO BOX 123728 DALLAS, TX 75312 UNITED STATES	Claims Related to Prepayment
THE CIT GROUP P.O. BOX 4339 CHURCH STREET STATION NEW YORK, NY 10261-4339 UNITED STATES	Claims Related to Deposit
THERMO LABSYSTEMS 300 INDUSTRY DRIVE P.O. BOX 742751 PITTSBURG, PA 15275 UNITED STATES	Claims Related to Prepayment
TOPTECH SYSTEMS INC 1124 FLORIDA CENTRAL PARKWAY LONGWOOD, FL 32750-6348 UNITED STATES	Claims Related to Prepayment
TRIUMPHUS 911 NORTH SHORE DRIVE CLEAR LAKE SHORES, TX 77565 UNITED STATES	Claims Related to Prepayment
UNION PACIFIC RAILROAD P.O. BOX 843465 DALLAS, TX 75284-3465 UNITED STATES	Claims Related to Prepayment
VINNIARD SOFTWARE, LLC 1610 CRESCENT POINT DR, KATY TEXAS, TX 77494 UNITED STATES	Claims Related to Prepayment

Name of Counterparty	Nature
WEX FUEL (FLEET ONE) 50042 LINBAR DRIVE NASHVILLE, TN 37211 UNITED STATES	Claims Related to Deposit
YOKOGAWA CORPORATION OF AMERICA ATTN: GEORGE NINO 12530 W. AIRPORT BLVD SUGAR LAND, TX 77478	Claims Related to Prepayment

Exhibit D

The Matheson Mutual Release Agreement

[To be filed at a later date.]

Exhibit E

New Organizational Documents

This **Exhibit E** includes the following New Organizational Documents for Reorganized Vertex:

- **Exhibit E(i)**: Form of the Plan of Conversion

Certain documents, or portions thereof, contained in this **Exhibit E** 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 E(i)

Form of the Plan of Conversion

**PLAN OF CONVERSION
of
VERTEX ENERGY, INC.,
a Nevada corporation**

into

**[VERTEX ENERGY, INC.],
a Delaware corporation**

This Plan of Conversion dated as of [●], 2024 (together with all of the exhibits attached hereto, this “Plan”) is hereby adopted by Vertex Energy, Inc., a Nevada corporation (the “Company”), in order to set forth the terms, conditions and procedures governing the conversion of the Company (the “Conversion”) from a Nevada corporation to a Delaware corporation (the “Resulting Company”) pursuant to Section 265 of the General Corporation Law of the State of Delaware, as amended (the “DGCL”), and Sections 92A.105 and 92A.120 of the Nevada Revised Statutes, as amended (the “NRS”).

RECITALS

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Nevada;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that it is advisable and in the best interest of the Company and its stockholders for the Company to convert from a Nevada corporation to a Delaware corporation;

WHEREAS, in accordance with Section 92A of the NRS and Section 265 of the DGCL, the Company proposes to effect the Conversion into the Resulting Company.

WHEREAS, the form, terms and provisions of this Plan have been authorized, approved and adopted by (a) the Board and (b) the holders of a majority of the voting power of the stockholders of the Company.

NOW, THEREFORE, that the Company hereby adopts the Plan as follows:

1. Conversion.

a. Upon the Effective Date (as defined in Section 4 below), the Company shall be converted from a Nevada corporation to a Delaware corporation pursuant to Section 265 of the DGCL and Sections 92A.105 and 92A.120 of the NRS and the Resulting Company, shall thereafter be subject to all of the provisions of the DGCL, except that notwithstanding Section 106 of the DGCL, the existence of the Resulting Company shall be deemed to have commenced on the date the Company commenced its existence in the State of Nevada.

b. As promptly as practicable following the adoption of the Plan, the Company shall cause the Conversion to be effective by:

i. executing and filing (or causing the execution and filing of) Articles of Conversion pursuant to Section 92A.205 of the NRS, substantially in the form attached hereto as **Exhibit A** (the “Articles of Conversion”), with the Secretary of State of the State of Nevada;

ii. executing and filing (or causing the execution and filing of) a Certificate of Conversion pursuant to Sections 103 and 265 of the DGCL, substantially in the form attached hereto as **Exhibit B** (the “Certificate of Conversion”), with the Secretary of State of the State of Delaware; and

iii. executing and filing (or causing the execution and filing of) a Certificate of Incorporation of the Resulting Company, substantially in the form attached hereto as **Exhibit C** (the “Certificate of Incorporation”), with the Secretary of State of the State of Delaware.

c. Upon the Effective Date, the Bylaws substantially in the form attached hereto as **Exhibit D** (the “Delaware Bylaws”) shall be the bylaws of the Resulting Company.

d. [As promptly as practicable following the Effective Date (as defined below), the Resulting Company shall enter into an Indemnification Agreement substantially in the form of **Exhibit E** hereto with each member of the Board of Directors of the Resulting Company and each executive officer of the Resulting Company.]

2. Effect of Conversion.

a. Upon the Effective Date, the name of the Resulting Company shall continue to be “[Vertex Energy, Inc].”

b. Upon the Effective Date, by virtue of the Conversion and without any further action on the part of the Company or its stockholders, the Resulting Company shall, for all purposes of the laws of the State of Delaware, be deemed to be the same entity as the Company existing immediately prior to the Effective Date. Upon the Effective Date, by virtue of the Conversion and without any further action on the part of the Company or its stockholders, for all purposes of the laws of the State of Delaware, all of the rights, privileges and powers of the Company existing immediately prior to the Effective Date, and all property, real, personal and mixed, and all debts due to the Company existing immediately prior to the Effective Date, as well as all other things and causes of action belonging to the Company existing immediately prior to the Effective Date, shall remain vested in the Resulting Company and shall be the property of the Resulting Company and the title to any real property vested by deed or otherwise in the Company existing immediately prior to the Effective Date shall not revert or be in any way impaired by reason of the Conversion; but all rights of creditors and all liens upon any property of the Company existing immediately prior to the Effective Date shall be preserved unimpaired, and all debts, liabilities and duties of the Company existing immediately prior to the Effective Date shall remain attached to the Resulting Company upon the Effective Date, and may be enforced against the Resulting Company to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by the Resulting Company in its capacity as a corporation of the State of Delaware. The rights, privileges, powers and interests in property of

the Company existing immediately prior to the Effective Date, as well as the debts, liabilities and duties of the Company existing immediately prior to the Effective Date, shall not be deemed, as a consequence of the Conversion, to have been transferred to the Resulting Company upon the Effective Date for any purpose of the laws of the State of Delaware.

c. The Conversion shall not be deemed to affect any obligations or liabilities of the Company incurred prior to the Conversion or the personal liability of any person incurred prior to the Conversion.

3. Taxes. The Company intends for the Conversion to constitute a tax-free reorganization qualifying under Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Intended Tax Treatment”). Accordingly, neither the Company nor any of its stockholders are expected to recognize gain or loss for federal income tax purposes as a result of the Conversion. The Company shall take all tax positions and actions (including filing tax returns) concerning the Conversion consistent with the Intended Tax Treatment, unless otherwise required by applicable Law.

4. Effective Date. The Conversion shall become effective upon the last to occur of the filing of the Articles of Conversion with the Secretary of State of the State of Nevada and the Certificate of Conversion and the Delaware Certificate of Incorporation with the Secretary of State of the State of Delaware (the time of the effectiveness of the Conversion, the “Effective Date”).

5. Effect of Conversion on the Company’s Securities. Upon the Effective Date, by virtue of the Conversion and without any further action on the part of the Company or its stockholders:

a. Each share of common stock of the Company, \$0.001 par value per share (“Company Common Stock”) that is issued and outstanding immediately prior to the Effective Date shall convert into one validly issued, fully paid and nonassessable share of common stock, \$0.001 par value per share, of the Resulting Company (“Resulting Company Common Stock”).

b. Each option to acquire shares of Company Common Stock outstanding immediately prior to the Effective Date shall convert into an equivalent option to acquire the same number of shares of Resulting Company Common Stock, upon the same terms and conditions as were in effect immediately prior to the Effective Date.

c. Each warrant or other right to acquire shares of Company Common Stock outstanding immediately prior to the Effective Date shall convert into an equivalent warrant or other right to acquire the same number of shares of Resulting Company Common Stock, upon the same terms and conditions as were in effect immediately prior to the Effective Date.

d. All of the outstanding certificates representing shares of Company Common Stock immediately prior to the Effective Date shall be deemed for all purposes to continue to evidence ownership of and to represent the same number of shares of Resulting Company Common Stock.

6. Effect of the Conversion on Employee Benefit, Stock Option and Other Equity-Based Plans. Upon the Effective Date, by virtue of the Conversion and without any

further action on the part of the Company or its stockholders, each employee benefit plan, stock option plan, and other equity-based plan of the Company shall continue to be a plan of the Resulting Company. To the extent that any such plan provides for the issuance of Company Common Stock, upon the Effective Date, such plan shall be deemed to provide for the issuance of Resulting Company Common Stock.

7. Effect of Conversion on Directors and Officers. Upon the Effective Date, by virtue of the Conversion and without any further action on the part of the Company or its stockholders, the members of the Board and the officers of the Company holding their respective offices in the Company existing immediately prior to the Effective Time shall continue in their respective offices as members of the Board and officers of the Resulting Company.

8. Dissenters' Appraisal Rights. Upon the Effective Date, in accordance with NRS Sections 92A.300 – 92A.500, the Resulting Company shall afford each stockholder of record (as defined in NRS 92A.330) of shares of Company Common Stock who does not approve the Plan of Conversion the right to receive the appraised value for his, her or its shares of the Company Common Stock if such stockholder fully complies with the provisions of NRS Sections 92A.300 – 92A.500.

9. Further Assurances. If, at any time after the Effective Date, the Resulting Company shall determine or be advised that any deeds, bills of sale, assignments, agreements, documents or assurances or any other acts or things are necessary, desirable or proper, consistent with the terms of the Plan, (a) to vest, perfect or confirm, of record or otherwise, in the Resulting Company its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Company existing immediately prior to the Effective Date, or (b) to otherwise carry out the purposes of the Plan, the Resulting Company and its officers and directors are hereby authorized to solicit in the name of the Resulting Company any third-party consents or other documents required to be delivered by any third-party, to execute and deliver, in the name and on behalf of the Resulting Company all such deeds, bills of sale, assignments, agreements, documents and assurances and do, in the name and on behalf of the Resulting Company, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Company existing immediately prior to the Effective Date and otherwise to carry out the purposes of the Plan.

10. Copy of Plan of Conversion. After the Effective Date, a copy of this Plan shall be kept on file at the officers of the Resulting Company, and any stockholder of the Resulting Company (or former stockholder of the Company) may request a copy of this Plan at no charge at any time.

11. Termination; Amendment. At any time prior to the Effective Date, the Plan may be terminated or amended by action of the Board if, in the opinion of the Board, such action would be in the best interests of the Company and its stockholders.

12. Third Party Beneficiaries. The Plan shall not confer any rights or remedies upon any person other than as expressly provided herein.

13. Severability. Whenever possible, each provision of the Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Plan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Plan of Conversion to be duly executed as of the date first above written.

VERTEX ENERGY, INC.

By: /s/
[•]
[•]

Exhibit A

Articles of Conversion



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: ☒ Conversion ☐ Exchange ☐ Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information:
(Constituent, Acquired
or Merging)

Entity Name:

Vertex Energy, Inc.

Jurisdiction: Nevada

Entity Type*: Corporation

*If more than one entity being acquired or merging please attach additional page.***2. Entity Information:**
(Resulting, Acquiring
or Surviving)

Entity Name:

Vertex Energy, Inc.

Jurisdiction: Delaware

Entity Type*: Corporation

**3. Plan of Conversion,
Exchange or Merger:**
(select one box)

- ☐ The entire plan of conversion, exchange or merger is attached to these articles.
- ☒ The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity. The entire plan of exchange or merger is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200).
- ☐ The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330. (Conversion only)

4. Approval:
(If more than one entity
being acquired or
merging please attach
additional approval
page.)**Exchange/Merger:**

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

- ☐ A. Owner's approval was not required from the:
- ☐ Acquired/merging
 - ☐ Acquiring/surviving
- ☐ B. The plan was approved by the required consent of the owners of:
- ☐ Acquired/merging
 - ☐ Acquiring/surviving
- ☐ C. Approval of plan of exchange/merger for Nevada non-profit corporation (NRS 92A.160):
- Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
- ☐ Acquired/merging
 - ☐ Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

**5. Effective Date and
Time:** (Optional)

Date:

Time:

(must not be later than 90 days after the certificate is filed)



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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: ☐ Conversion ☐ Exchange ☐ Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

4. Approval**Continued:**

(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

☐ A. Owner's approval was not required from the:☐ Acquired/merging☐ Acquiring/surviving☐ B. The plan was approved by the required consent of the owners of:☐ Acquired/merging☐ Acquiring/surviving☐ C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

☐ Acquired/merging☐ Acquiring/surviving
Name of acquired/merging entity
Name of acquiring/surviving entity**4. Approval****Continued:**

(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

☐ A. Owner's approval was not required from the:☐ Acquired/merging☐ Acquiring/surviving☐ B. The plan was approved by the required consent of the owners of:☐ Acquired/merging☐ Acquiring/surviving☐ C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

☐ Acquired/merging☐ Acquiring/surviving
Name of acquired/merging entity
Name of acquiring/surviving entity



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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

**6. Forwarding
Address for Service
of Process:**

(Conversion and Mergers
only, if resulting/surviving
entity is foreign)

Vertex Energy, Inc.

Name

USA

Country

Care of: Corporation Service Company

251 Little Falls Drive

Address

Wilmington

City

19808

State Zip/Postal Code

**7. Amendment, if any,
to the articles or
certificate of the
surviving entity. (NRS
92A.200):**

(Merger only) **

** Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

8. Declaration:
(Exchange and
Merger only)

Exchange:

- ☐ The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

Merger: (Select one box)

- ☐ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- ☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

**9. Signature
Statement: (Required)**

☒ **Conversion:**

A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

Signatures - must be signed by:

1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).
2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Vertex Energy, Inc.

Name of constituent entity



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Secretary of State
401 North Carson Street
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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

**9. Signature
Statement
Continued: (Required)**

☐ **Exchange:**

Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230)

Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.

The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

☐ **Merger:**

Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230).

The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**10. Signature(s):
(Required)**

Name of acquired/merging entity

X _____

Signature (Exchange/Merger)

Title

Date

If more than one entity being acquired or merging please attach additional page of information and signatures.

Name of acquiring/surviving entity

X _____

Signature (Exchange/Merger)

Title

Date

X _____

Signature of Constituent Entity (Conversion)

Title

Date

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

Exhibit B

Certificate of Conversion

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION TO A DELAWARE
CORPORATION PURSUANT TO SECTION 265 OF THE
DELAWARE GENERAL CORPORATION LAW

1. The jurisdiction where the non-Delaware corporation was first formed is Nevada and the date the non-Delaware corporation first formed is May 14, 2008.
2. The jurisdiction immediately prior to filing this Certificate is Nevada.
3. The name of the non-Delaware corporation immediately prior to filing this Certificate is Vertex Energy, Inc.
4. The name of the corporation as set forth in the Certificate of Incorporation is [Vertex Energy, Inc.]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the _____ day of December, A.D. 2024.

By: _____
Name:

Exhibit C

Certificate of Incorporation

**CERTIFICATE OF INCORPORATION
OF
[VERTEX ENERGY, INC.]**

ARTICLE I: NAME

The name of this Corporation is [Vertex Energy, Inc.] (the “*Corporation*”).

ARTICLE II: AGENT FOR SERVICE OF PROCESS

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent of the Corporation at that address is Corporation Service Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which Corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV: AUTHORIZED STOCK

The total number of shares of stock which the Corporation has authority to issue is [1,000,000] shares. The Corporation has one class of stock, referred to as Common Stock. There are [1,000,000] shares of authorized Common Stock, \$0.001 par value per share (“**Common Stock**”).

1. **Voting Rights.** Each share of Common Stock shall be entitled to one vote per share on all matters on which stockholders generally are entitled to vote in person or by proxy. Any share of Common Stock held by the Corporation or its subsidiaries shall have no voting rights. Except as otherwise required by applicable law, the holders of Common Stock shall vote together as a single class on all matters submitted to a vote of stockholders of the Corporation generally. The holders of Common Stock shall not have cumulative voting rights.

2. **Non-Voting Securities.** The Corporation shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Certificate in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

ARTICLE V: AMENDMENT OF BYLAWS

The Board of Directors of the Corporation shall have the power to adopt, amend or repeal Bylaws of the Corporation.

ARTICLE VI: MEETINGS OF STOCKHOLDERS

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE VII: VOTE BY BALLOT

Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII: LIMITATION OF PERSONAL LIABILITY

1. **Limitation of Liability.** To the fullest extent permitted by law, no director or officer of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director or officer. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director or officer, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

2. **Change in Rights.** Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE IX: FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a breach of a fiduciary duty owed by any current or former director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders; (c) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, this Certificate of Incorporation or the Bylaws or as to which the Delaware General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VIII.

[Signature Page Follows]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this day of [MONTH], [YEAR].

By: _____
[AUTHORIZED OFFICER]

Exhibit D

Bylaws

[VERTEX ENERGY, INC.]

a Delaware corporation

THIRD AMENDED AND RESTATED BYLAWS

OF

[VERTEX ENERGY, INC.]

a Delaware corporation

(Adopted as of December [●], 2024)

ARTICLE I: OFFICES

Section 1.1: Registered Office. The registered office of the corporation in the State of Delaware shall be located at 251 Little Falls Drive, Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors of the Corporation (the “***Board***”).

Section 1.2: Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine or the business of the corporation may require.

ARTICLE II: STOCKHOLDERS

Section 2.1: Annual Meetings. Unless members of the Board are elected by written consent in lieu of an annual meeting, as permitted by Section 211 of the Delaware General Corporation Law (the “***DGCL***”) and these Bylaws, an annual meeting of stockholders shall be held for the election of directors at such date and time as the Board shall each year fix. The meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine. Any proper business may be transacted at the annual meeting.

Section 2.2: Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President, the holders of shares of the Corporation that are entitled to cast not less than ten percent (10%) of the total number of votes entitled to be cast by all stockholders at such meeting, or by a majority of the “***Whole Board***,” which shall mean the total number of authorized directors, whether or not there exist any vacancies in previously authorized directorships. Special meetings may not be called by any other person or persons. If a special meeting of stockholders is called by any person or persons other than by a majority of the members of the Board, then such person or persons shall request such meeting by delivering a written request to call such meeting to each member of the Board, and the Board shall then determine the time and date of such special meeting, which shall be held not more than one hundred twenty (120) days nor less than thirty-five (35) days after the written request to call such special meeting was delivered to each member of the Board. The special meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine.

Section 2.3: Notice of Meetings. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting and, in the

case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the “*Certificate of Incorporation*”), such notice shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting.

Section 2.4: Adjournments. The chairperson of the meeting shall have the power to adjourn the meeting to another time, date and place (if any). Any meeting of stockholders may adjourn from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communications (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided, however*, that if the adjournment is for more than thirty (30) days, or if a new record date is fixed for the adjourned meeting, then a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. To the fullest extent permitted by law, the Board may cancel, postpone or reschedule any previously scheduled special or annual meeting of stockholders before it is to be held, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 2.5: Quorum. At each meeting of stockholders the holders of a majority of the voting power of the shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, unless otherwise required by applicable law, the Certificate of Incorporation or these Bylaws. If a quorum shall fail to attend any meeting, the chairperson of the meeting or the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, at the meeting may adjourn the meeting. Shares of the Corporation’s stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation’s stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum.

Section 2.6: Organization. Meetings of stockholders shall be presided over by such person as the Board may designate, or, in the absence of such a person, the Chairperson of the Board, or, in the absence of such person, the President of the Corporation, or, in the absence of such person, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, at the meeting. Such person shall be chairperson of the meeting and, subject to Section 1.11 hereof, shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her to be in order. The Secretary of the Corporation shall act as secretary of the meeting, but in such person’s absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7: Voting; Proxies. Each stockholder entitled to vote at a meeting of stockholders, or to take corporate action by written consent without a meeting, may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Unless otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, every matter other than the election of directors shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock entitled to vote on such matter that are present in person or represented by proxy at the meeting and are voted for or against the matter.

Section 2.8: Fixing Date for Determination of Stockholders of Record.

2.8.1 Meeting of Stockholders. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

2.8.2 Payment of Dividends; Other Lawful Action. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

2.8.3 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board, (i) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

Section 2.9: List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, either on a reasonably accessible electronic network as permitted by law (provided that the information required to gain access to the list is provided with the notice of the meeting) or during ordinary business hours at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who

is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting.

Section 2.10: Action by Written Consent of Stockholders.

2.10.1 Procedure. Unless otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed in the manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, to its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the agent of the Corporation's registered office in the State of Delaware shall be by hand or by certified or registered mail, return receipt requested. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the Corporation as provided in Section 1.10.2 below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation in the manner required by law, written consents signed by a sufficient number of stockholders to take the action set forth therein are delivered to the Corporation in the manner required by law.

2.10.2 Form of Consent An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine (a) that such electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (b) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by electronic transmission may be otherwise delivered to the principal place of business of the Corporation or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

2.10.3 Notice of Consent. Prompt notice of the taking of corporate action by stockholders without a meeting by less than unanimous written consent of the stockholders shall be given to those stockholders who have not consented thereto in writing and, who, if the action had been taken at a meeting, would have been entitled to notice of the meeting, if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as required by law. If the action which is consented to is such as would have required the filing of a certificate

under the DGCL if such action had been voted on by stockholders at a meeting thereof, then if the DGCL so requires, the certificate so filed shall state, in lieu of any statement required by the DGCL concerning any vote of stockholders, that written stockholder consent has been given in accordance with Section 228 of the DGCL.

Section 2.11: Inspectors of Elections.

2.11.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by the DGCL, the following provisions of this Section 1.11 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange; (b) authorized for quotation on an interdealer quotation system of a registered national securities association; or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.11 shall be optional, and at the discretion of the Board.

2.11.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

2.11.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

2.11.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

2.11.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced by the chairperson of the meeting at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

2.11.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in connection with proxies in accordance with any information provided pursuant to Section 211(a)(2)(B)(i) of the DGCL, or Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.11 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

ARTICLE III: BOARD OF DIRECTORS

Section 3.1: Number; Qualifications. The Board shall consist of one or more members. The initial number of directors shall be [five (5)], and, thereafter, unless otherwise required by law or the Certificate of Incorporation, shall be fixed from time to time by resolution of the Board or the stockholders of the Corporation holding at least a majority of the voting power of the Corporation's outstanding stock then entitled to vote at an election of directors. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

Section 3.2: Election; Resignation; Removal; Vacancies. The Board shall initially consist of the person or persons elected by the incorporator or named in the Corporation's initial Certificate of Incorporation. Unless otherwise provided by the Certificate of Incorporation, each director shall hold office until the next annual meeting of stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Any director may resign at any time upon written notice or notice by electronic transmission to the Corporation. Except as otherwise provided by the Certificate of Incorporation or applicable law, (a) any director or the entire Board may be removed, with or without cause, by the holders of two-thirds (2/3) of the shares then entitled to vote at an election of directors and (b) any vacancy occurring in the Board for any reason, and any newly created directorship resulting from any increase in the authorized number of directors to be elected by all stockholders having the right to vote as a single class, may be filled by the stockholders or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 3.3: Regular Meetings. Regular meetings of the Board may be held at such places, within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

Section 3.4: Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, the President or a majority of the members of the Board then in office and may be held at any time, date or place, within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by the person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given by telephone, hand delivery, facsimile, electronic mail or other means of electronic transmission. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

Section 3.5: Remote Meetings Permitted. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.6: Quorum; Vote Required for Action. Subject to Section 3.2 above regarding the ability of the members of the Board to fill a vacancy or newly-created directorship on the Board, at all meetings of the Board, the presence of a majority of the total number of directors then serving shall constitute a quorum for the transaction of business; *provided, however*, that such majority shall constitute at least one-third (1/3) of the Whole Board except that when one director is authorized, then one director will constitute a quorum. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time without further notice thereof. Except as otherwise

provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.7: Organization. Meetings of the Board shall be presided over by the Chairperson of the Board, or in such person's absence by the President, or in such person's absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 3.8: Written Action by Directors. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, respectively, in the minute books of the Corporation. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.9: Powers. The Board may, except as otherwise required by law or the Certificate of Incorporation, exercise all such powers and manage and direct all such acts and things as may be exercised or done by the Corporation.

Section 3.10: Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

ARTICLE IV: COMMITTEES

Section 4.1: Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 4.2: Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these Bylaws.

ARTICLE V: OFFICERS

Section 5.1: Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a Secretary and a Treasurer and may consist of such other officers, including a Chief Financial Officer, Chief Technology Officer and one or more Vice Presidents, as may from time to time be appointed by the Board. All officers shall be elected by

the Board; *provided, however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chairperson of the Board, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Each officer shall hold office until such person's successor is appointed or until such person's earlier resignation, death or removal. Any number of offices may be held by the same person. Any officer may resign at any time upon written notice to the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board.

Section 5.2: Chief Executive Officer. Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

- (a) To act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;
- (b) Subject to Article II, Section 2.6, to preside at all meetings of the stockholders;
- (c) Subject to Article II, Section 2.2, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and
- (d) To affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation; and, subject to the direction of the Board, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

The President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another officer to be the Chief Executive Officer. If there is no President, and the Board has not designated any other officer to be the Chief Executive Officer, then the Chairperson of the Board shall be the Chief Executive Officer.

Section 5.3: Chairperson of the Board. The Chairperson of the Board shall be chosen from among the members of the Board and shall have the power to preside at all meetings of the Board and shall have such other powers and duties as pro-vided in these Bylaws and as the Board may from time to time prescribe.

Section 5.4: President. The Chief Executive Officer shall be the President of the Corporation unless the Board shall have designated one individual as the President and a different individual as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 5.5: Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President, or that are delegated to him or her by the Board or the

Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's absence or disability.

Section 5.6: Chief Financial Officer. The Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another officer as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer.

Section 5.7: Treasurer. The Treasurer shall have custody of all moneys and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 5.8: Chief Technology Officer. The Chief Technology Officer shall have responsibility for the general research and development activities of the Corporation, for supervision of the Corporation's research and development personnel, for new product development and product improvements, for overseeing the development and direction of the Corporation's intellectual property development and such other responsibilities as may be given to the Chief Technology Officer by the Board, subject to: (a) the provisions of these Bylaws; (b) the direction of the Board; (c) the supervisory powers of the Chief Executive Officer of the Corporation; and (d) those supervisory powers that may be given by the Board to the Chairperson or Vice Chairperson of the Board.

Section 5.9: Secretary. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 5.10: Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 5.11: Removal. Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; provided that if the Board has empowered the Chief Executive Officer to appoint any Vice Presidents of the Corporation, then such Vice Presidents may be removed by the Chief Executive Officer. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

ARTICLE VI: STOCK

Section 6.1: Certificates. The shares of capital stock of the Corporation shall be represented by certificates; *provided, however,* that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation (or the transfer agent or registrar, as the case may be). Notwithstanding the adoption of such resolution by the Board, every holder of stock that is represented by a certificate shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers representing the number of shares owned by such stockholder in the Corporation registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar

before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 6.2: Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares. The Corporation may issue a new certificate of stock, or uncertificated shares, in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 6.3: Other Regulations. The issue, transfer, conversion and registration of stock certificates and uncertificated securities shall be governed by such other regulations as the Board may establish.

ARTICLE VII: INDEMNIFICATION

Section 7.1: Indemnification of Executive Officers and Directors. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “*Proceeding*”), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a member of the Board or executive officer of the Corporation or a Reincorporated Predecessor (as defined below) or is or was serving at the request of the Corporation or a Reincorporated Predecessor as a member of the board of directors, executive officer or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (for purposes of this Article VII, an “*Indemnitee*”), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, provided such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe the Indemnitee’s conduct was unlawful. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or executive officer and shall inure to the benefit of such Indemnitees’ heirs, executors and administrators. Notwithstanding the foregoing, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board. As used herein, the term the “*Reincorporated Predecessor*” means a corporation that is merged with and into the Corporation in a statutory merger where (a) the Corporation is the surviving corporation of such merger and (b) the primary purpose of such merger is to change the corporate domicile of the Reincorporated Predecessor to Delaware.

Section 7.2: Advance of Expenses. The Corporation shall pay all expenses (including attorneys’ fees) incurred by such an Indemnitee in defending any such Proceeding as they are incurred in advance of its final disposition; *provided, however*, that (a) if the DGCL then so requires, the payment of such expenses incurred by such an Indemnitee in advance of the final disposition of such Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no appeal that such Indemnitee is not entitled to be indemnified under this Article VII or otherwise; and (b) the Corporation shall not be required to advance any expenses to a person against whom the

Corporation directly brings a claim, in a Proceeding, alleging that such person has breached such person's duty of loyalty to the Corporation, committed an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, or derived an improper personal benefit from a transaction.

Section 7.3: Non-Exclusivity of Rights. The rights conferred on any person in this Article VII shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaw, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VII shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VII.

Section 7.4: Indemnification Contracts. The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VII.

Section 7.5: Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any indemnification contract provided for in Section 7.4 above.

7.5.1 Right to Bring Suit. If a claim under Section 7.1 or 7.2 of this Article VII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in applicable law.

7.5.2 Effect of Determination. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

7.5.3 Burden of Proof. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII, or otherwise, shall be on the Corporation.

Section 7.6: Nature of Rights. The rights conferred upon Indemnitees in this Article VII shall be contract rights and such rights shall continue as to an Indemnatee who has ceased to be a director, executive officer or trustee and shall inure to the benefit of the Indemnatee's heirs, executors and administrators. Any amendment, repeal or modification of any provision of this Article VII that adversely affects any right of an Indemnatee or an Indemnatee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VII and existing at the time of such amendment, repeal or modification.

ARTICLE VIII: NOTICES

Section 8.1: Notice.

8.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 8.1.2 below) or by law, all notices required to be given pursuant to these Bylaws shall be in writing and may, (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by prepaid overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively be delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid or, if specifically consented to by the stockholder as described in Section 8.1.2 of this Article VIII by sending such notice by facsimile, electronic mail or other form of electronic transmission. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in the case of delivery by overnight express courier, when dispatched, and (d) in the case of delivery via facsimile, electronic mail or other form of electronic transmission, when dispatched.

8.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; *provided, however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section 8.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder.

8.1.3 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 8.2: Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the

time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE IX: INTERESTED DIRECTORS

Section 9.1: Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 9.2: Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE X: MISCELLANEOUS

Section 10.1: Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 10.2: Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 10.3: Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, diskettes, CDs, or any other information storage device or method, *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 10.4: Reliance upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 10.5: Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 10.6: Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

ARTICLE XI: FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the United States Securities Act of 1933, as amended, and the rules and regulations promulgated by the Securities and Exchange Commission thereunder. Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

ARTICLE XII: TRANSFERS OF CAPITAL STOCK

Section 12.1: Restriction on Transfer.

12.1.1 No holder (“**Stockholder**”) of shares of capital stock of the Corporation (“**Shares**”) may transfer, sell, assign, pledge, enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise in any manner dispose of or encumber, whether voluntarily or by operation of law, or by gift or otherwise (“**transfer**”), Shares or any right or interest therein without the prior written consent of the Board, in its sole discretion, and such holder otherwise complying with the requirements of this Article XII.

12.1.2 The restriction contained in subsection 12.1.1 shall not apply to the following transactions (each, a “**Permitted Transfer**”):

(i) any transfer during the Stockholder’s lifetime by gift or pursuant to domestic relations orders to the Stockholder’s immediate family or a trust for the benefit of Stockholder or Stockholder’s immediate family, where “**immediate family**” as used herein shall mean spouse, Spousal Equivalent, lineal descendant or antecedent, parent, sibling, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (and for avoidance of doubt shall include adoptive relationships), and where a person is deemed to be a “**Spousal Equivalent**” provided the following circumstances are true: (a) irrespective of whether or not the relevant person and the Spousal Equivalent are the same sex, they are the sole spousal equivalent of the other for the last twelve (12) months, (b) they intend to remain so indefinitely, (c) neither are married to anyone else, (d) both are at least 18 years of age and mentally competent to consent to contract, (e) they are not related by blood to a degree of closeness that which would prohibit legal marriage in the state in which they legally reside, (f) they are jointly responsible for each other’s common welfare and financial obligations, and (g) they reside together in the same residence for the last twelve (12) months and intend to do so indefinitely;

(ii) any transfer or deemed transfer effected pursuant to the Stockholder’s will or the laws of intestate succession;

(iii) any transfer by an entity Stockholder to an Affiliate (as defined below) of such Stockholder, where, for purposes of this Article XII, (a) an “*Affiliate*” of an entity Stockholder shall include any individual, firm, corporation, partnership, association, limited liability company, trust or other entity who, directly or indirectly, controls, is controlled by or is under common control with such entity Stockholder or such entity Stockholder’s principal, including, without limitation, any general partner, managing member, managing partner, officer or director of such entity Stockholder, such entity Stockholder’s principal or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such entity Stockholder or such entity Stockholder’s principal, and (b) the terms “*controlling*,” “*controlled by*,” or “*under common control with*” shall mean the possession, directly or indirectly, of (x) the power to direct or cause the direction of the management and policies of an entity Stockholder, whether through the ownership of voting securities, by contract, or otherwise, or (y) the power to elect or appoint at least 50% of the directors, managers, general partners, or persons exercising similar authority with respect to such entity Stockholder;

(iv) a corporate Stockholder’s transfer of all of its shares to a single transferee pursuant to and in accordance with the terms of any *bona fide* merger, consolidation, reclassification of shares or capital reorganization of the corporate Stockholder, or pursuant to a *bona fide* sale of all or substantially all of the stock or assets of a corporate Stockholder, *provided* in each case that such transfer is not essentially simply a transfer of the Shares without substantial additional assets other than cash or cash equivalents being transferred;

(v) any repurchase or redemption of Shares by the Corporation: (a) at or below cost, upon the occurrence of certain events, such as the termination of employment or services; or (b) at any price pursuant to the Corporation’s exercise of a right of first refusal to repurchase such Shares (including the purchase of such Shares by the Corporation’s assignee); and/or

(vi) any transfer or deemed transfer approved by a majority of the disinterested members of the Board, even though the disinterested directors are less than a quorum; *provided, however*, that notwithstanding the foregoing, if a transfer or deemed transfer is approved pursuant to this clause (vi) and the Shares of the transferring Stockholder are subject to co-sale rights (the “*Co-Sale Rights*”), the persons and/or entities entitled to the Co-Sale Rights shall be permitted to exercise their respective Co-Sale Rights in conjunction with such approved transfer or deemed transfer without any additional approval of the Board.

provided, however, that each transferee, assignee, or other recipient of any interest in the Shares shall, as a condition to the transfer, agree to be bound by all of the restrictions set forth in these Bylaws.

12.1.3 As a condition to any transfer, the Corporation may, in its sole discretion, (i) require in connection with such transfer of Shares delivery to the Corporation of a written opinion of legal counsel, in form and substance satisfactory to it or its legal counsel in their respective discretion, that such transfer is exempt from applicable federal, state or other securities laws and regulations (a “*Legal Opinion*”), (ii) charge the transferor, transferee or both a transfer fee in such amount as may be reasonably determined by the Corporation’s management in order to recoup the Corporation’s internal and external costs of processing such transfer, due and payable to the Corporation prior to or upon effectiveness of such transfer, and/or (iii) require such transfer to be effected pursuant to a standard form of transfer agreement in such customary and reasonable form as may be determined by the Corporation’s management from time to time in its discretion.

Section 12.2: Right of First Refusal.

12.2.1 In addition to and without limiting the effect of Section 11.1, if the Stockholder desires to transfer any of his Shares pursuant to Section 11.1.2(vi) above, then the Stockholder shall first give written notice thereof to the Corporation. The notice shall (i) name the proposed transferee, (ii) state (a) the number of Shares to be transferred, (b) the proposed consideration and (c) all other terms and conditions of the proposed transfer, (iii) be signed by such Stockholder and the proposed purchaser or transferee, (iv) must constitute a binding commitment subject to the Corporation's right of first refusal as set forth herein, (v) be accompanied by proof satisfactory to the Corporation or its legal counsel that the proposed sale or transfer will not violate any applicable U.S. federal, state or other securities laws, and (vi) offer the Shares at the same price and upon the same terms (or terms as similar as reasonably possible) to the Corporation or its assignee(s). The notice shall not be deemed delivered for purposes of this Section 12.2 until the later of (i) such time as the transferring Stockholder shall have delivered the foregoing notice to the Corporation, (ii) such time as any Legal Opinion that may be required pursuant to subsection 12.1.3(i) shall have been delivered to the Corporation, (iii) such time as an officer of the Corporation shall have confirmed in writing (including via email) that no such Legal Opinion shall be required with respect to the proposed transfer (or is not required to be delivered until a time reasonably in advance of the consummation of the proposed transfer).

12.2.2 For thirty (30) days following receipt of such notice, the Corporation and/or its assignee shall have the option to purchase all (but not less than all) of the Shares specified in the notice at the price and upon the terms (or terms as similar as reasonably possible) set forth in such notice; *provided, however*, that, with the consent of the transferring Stockholder, the Corporation shall have the option to purchase a lesser portion of the Shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price for the Shares, and that is not otherwise exempted from the provisions of this Section 12.2, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board. In the event the Corporation elects to purchase all of the Shares or, with consent of the transferring Stockholder, a lesser portion of the Shares, it shall give written notice to the transferring Stockholder of its election and settlement for said Shares shall be made as provided below in the next paragraph.

12.2.3 In the event the Corporation and/or its assignee(s) elect to acquire any of the Shares of the transferring Stockholder as specified in said transferring Stockholder's notice, the Secretary of the Corporation shall so notify the transferring Stockholder and settlement thereof shall be made in cash within sixty (60) days after the Secretary of the Corporation receives said transferring Stockholder's notice; *provided* that if the terms of payment set forth in said transferring Stockholder's notice were other than cash against delivery, the Corporation and/or its assignee(s) shall pay for said Shares on the same terms and conditions set forth in said transferring Stockholder's notice.

12.2.4 In the event the Corporation and/or its assignees(s) do not elect to acquire all of the Shares specified in the transferring Stockholder's notice, said transferring Stockholder may, within the sixty (60)-day period following the expiration of the option rights granted to the Corporation and/or its assignees(s) herein, transfer the Shares specified in said transferring Stockholder's notice which were not acquired by the Corporation and/or its assignees(s) as specified in said transferring Stockholder's notice. All Shares so sold by said transferring Stockholder shall continue to be subject to the provisions of these Bylaws in the same manner as before said transfer.

12.2.5 Anything to the contrary contained herein notwithstanding, a Permitted Transfer shall be exempt from the provisions of this Section 11.2.

Section 12.3: Application; Waiver; Termination of Rights; Legend.

12.3.1 In the case of any transfer permitted hereunder (whether by consent or via an exemption), the transferee, assignee or other recipient shall receive and hold such stock subject to the provisions of these Bylaws, and there shall be no further transfer of such stock except in accordance with these Bylaws. Any proposed transfer on terms and conditions different from those set forth in the notice described in subsection 12.2.1, as well as any subsequent proposed transfer shall again be subject to the foregoing restrictions on transfer, including the Corporation's right of first refusal, and shall require compliance with the procedures described in Sections 12.1 and 12.2.

12.3.2 The provisions of this Article XII may be waived with respect to any transfer either by the Corporation, upon duly authorized action of its Board, or by the stockholders of the Company, upon the express written consent of the owners of a majority of the voting power of the Corporation (excluding the votes represented by those Shares to be transferred by the transferring Stockholder); *provided, however*, that such restrictions shall continue to apply to the Shares subsequent to such transfer; *provided further* that the Board may delegate the power to make any decision to consent to a transfer under Section 12.1 or waive the right of first refusal on behalf of the Corporation under Section 12.2 to either the Corporation's Chief Executive Officer or a committee of executive officers of the Corporation as the Board may determine (subject to such limitations as the Board may determine, if any).

12.3.3 Any sale or transfer, or purported sale or transfer, of securities of the Corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

12.3.4 The restrictions on transfer in Sections 12.1 and 12.2 shall terminate immediately prior to the closing of a firm commitment underwritten public offering of common stock pursuant to a registration statement filed with, and declared effective by, the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"). Upon termination of such restrictions, a new certificate or certificates representing the Shares shall be issued, on request, without the legend referred to in subsection 12.3.5 below and delivered to each holder thereof.

12.3.5 The certificates representing shares of stock of the Corporation shall bear on their face the following legend so long as the foregoing restrictions on transfer remain in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE
SUBJECT TO RESTRICTIONS ON TRANSFER AS PROVIDED IN THE
BYLAWS OF THE CORPORATION."

ARTICLE XIII: AMENDMENT

Unless otherwise required by the Certificate of Incorporation, stockholders of the Corporation holding at least a majority of the voting power of the Corporation's outstanding voting stock then entitled to vote at an election of directors shall have the power to adopt, amend or repeal Bylaws. To the extent provided in the Certificate of Incorporation, the Board shall also have the power to adopt, amend or repeal Bylaws of the Corporation.

**CERTIFICATION OF THIRD AMENDED AND RESTATED BYLAWS
OF
VERTEX ENERGY, INC.
a Delaware corporation**

I, [•], certify that I am Secretary of [Vertex Energy, Inc.], a Delaware corporation (the “***Corporation***”), that I am duly authorized to make and deliver this certification, that the attached Third Amended and Restated Bylaws are a true and complete copy of the Third Amended and Restated Bylaws of the Corporation in effect as of the date of this certificate.

Dated: [•], 2024

[•], Secretary

Exhibit E

Form of Indemnification Agreement

**FORM OF
INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of [] between Vertex Energy, Inc., a Delaware corporation (the “**Company**”), and [name] (“**Indemnitee**”).

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (“**DGCL**”). The Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company’s stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnatee thereunder; and

WHEREAS, Indemnatee does not regard the protection available under the Company's Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnatee to serve in such capacity. Indemnatee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

WHEREAS, Indemnatee has certain rights to indemnification and/or insurance provided by *[name of fund/sponsor]* which Indemnatee and *[name of fund/sponsor]* intend to be secondary to the primary obligation of the Company to indemnify Indemnatee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnatee's willingness to serve on the Board.

NOW, THEREFORE, in consideration of Indemnatee's agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnatee. The Company hereby agrees to hold harmless and indemnify Indemnatee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnatee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnatee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnatee, or on the Indemnatee's behalf, in connection with such Proceeding if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnatee shall have been adjudged to be liable to the Company unless and to the extent that the

Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnatee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnatee is or was affiliated with one (1) or more venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Company's Board, and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnatee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnatee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all rights and remedies, including with respect to indemnification and advancement, provided to the Indemnatee under this Agreement as if the Appointing Stockholder were the Indemnatee. The rights provided to the Appointing Stockholder under this Section 1(d) shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Company's Board, and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification and advancement of expenses will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination. The Company and Indemnatee intend and agree that the Appointing Stockholder is an express third party beneficiary of the terms of this Section 1(d).

(e) Partial Indemnification. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnatee against all Expenses, judgments, penalties, fines and

amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnatee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnatee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnatee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnatee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnatee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnatee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnatee, who may be jointly liable with Indemnatee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnatee for any reason whatsoever, the Company, in lieu of indemnifying Indemnatee, shall contribute to the amount incurred by Indemnatee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnatee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnatee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnatee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnatee in connection with any Proceeding by reason of Indemnatee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnatee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnatee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnatee to repay any Expenses advanced if it shall ultimately be determined that Indemnatee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnatee for which indemnity is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnatee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnatee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnatee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnatee and is reasonably necessary to determine whether and to what extent Indemnatee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnatee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnatee to provide such a request to the Company, or to provide such a request in a timely

fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (i) by a majority vote of the disinterested directors, even though less than a quorum, (ii) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (iii) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (iv) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incurred by the Company and the Indemnitee incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this

Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information

which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnatee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnatee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnatee harmless therefrom.

(h) In the event that any action, suit or proceeding to which Indemnatee is a party is resolved in any manner other than by adverse judgment against Indemnatee (including, without limitation, settlement of such action, suit or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnatee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnatee to indemnification or create a presumption that Indemnatee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnatee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnatee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnatee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 1(c), 1(e), 4 or the last sentence of Section 6(g) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made pursuant to Sections 1(a), 1(b) and 2 of this Agreement within ten (10) days after a determination has been made that Indemnatee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnatee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnatee's entitlement to such indemnification. Indemnatee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnatee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnatee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnatee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the

merits, and Indemnatee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnatee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnatee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnatee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnatee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnatee hereunder. The Company shall indemnify Indemnatee against any and all Expenses and, if requested by Indemnatee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnatee, which are incurred by Indemnatee in connection with any action brought by Indemnatee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnatee is wholly successful on the underlying claims; if Indemnatee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnatee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration

or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnatee under this Agreement in respect of any action taken or omitted by such Indemnatee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnatee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnatee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnatee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) The Company hereby acknowledges that Indemnatee has certain rights to indemnification, advancement of expenses and/or insurance provided by [Name of Fund/Sponsor] and certain of its affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnatee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnatee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnatee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or Bylaws of the Company (or any other agreement between the Company and Indemnatee), without regard to any rights Indemnatee may have against the Fund Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnatee with respect to any claim for which Indemnatee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnatee against the Company. The Company and Indemnatee agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 8(c).

(d) Except as provided in paragraph (c) above, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the

rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in paragraph (c) above, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors set forth in Section 8(c) above; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(c) except as provided in Section 7(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so

long as Indemnatee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnatee and approved by the Board, the Company may at any time and from time to time provide security to Indemnatee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnatee, may not be revoked or released without the prior written consent of the Indemnatee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnatee to serve as an officer or director of the Company, and the Company acknowledges that Indemnatee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnatee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) **"Corporate Status"** describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) **"Disinterested Director"** means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnatee.

(c) **"Enterprise"** shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnatee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(d) **"Expenses"** shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with

prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Certificate of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) **"Independent Counsel"** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at present is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) **"Proceeding"** includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Further, the invalidity or unenforceability of any provision hereof as to either Indemnitee or Appointing Stockholder shall in no way affect the validity or enforceability of any provision hereof as to the other. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee and Appointing Stockholder indemnification rights to the fullest extent permitted by applicable laws.

In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnatee. Indemnatee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnatee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnatee at the address set forth below Indemnatee signature hereto.

(b) To the Company at:

[ADDRESS]

or to such other address as may have been furnished to Indemnatee by the Company or to the Company by Indemnatee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws

of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY

By: _____
Name: _____
Title: _____

INDEMNITEE

Name: _____

Address: _____

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.

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 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 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 Voyaguer 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.

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.

Exhibit H

GUC Trust Agreement

[To be filed at a later date.]

Exhibit I

MIP Documents

[To be filed at a later date.]

Exhibit J

The RVO Settlement Agreement

[To be filed at a later date.]