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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 8-K  
Current Report**  
**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 4, 2024

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

Delaware

(State of Incorporation)

000-12627

(Commission File Number)

87-0407858

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

6451 Rosedale Hwy, Bakersfield, California

(Address of Principal Executive Offices)

93308

(Zip Code)

(661) 742-4600

(Registrant's Telephone Number, Including Area Code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).

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

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
<b>None</b>	<b>N/A</b>	<b>N/A</b>

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry Into a Material Definitive Agreement.**

As previously disclosed, on June 25, 2024, Bakersfield Renewable Fuels, LLC (“BKRF”), an indirect wholly-owned subsidiary of Global Clean Energy Holdings, Inc. (“we,” “us,” “our” and the “Company”) entered into Supply and Offtake Agreement (the “SOA”) with Vitol Americas Corp. (“Vitol”), pursuant to which, among other things, Vitol will serve as the exclusive supplier of renewable feedstocks to our Bakersfield renewable fuels facility (the “Facility”), and as the exclusive offtaker of all renewable diesel, naphtha, and certain associated renewable attributes, and other products (as agreed to by the parties) that are produced at the Facility.

On November 4, 2024, BKRF and Vitol entered into an amendment to the SOA to extend the Start Date Deadline (as defined in the SOA) from October 31, 2024 until December 15, 2024. The renewal term was also modified from up to two 12 month extensions to up to three 12 month extensions. In consideration for these amendments, BKRF will pay to Vitol an Excess Commitment Fee equal to 7.58% of the amount in excess of \$330 million of Tranche D Obligations under its senior credit agreement.

The foregoing description of the material terms of the amendment to the SOA is qualified in its entirety by reference to the complete text of such amendment, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#">Amendment to Supply and Offtake Agreement, dated as of November 4, 2024, by and between Bakersfield Renewable Fuels, LLC and Vitol Americas Corp.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

November 8, 2024

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

Amendment to Supply and Offtake Agreement

November 4, 2024

Bakersfield Renewable Fuels, LLC  
c/o Global Clean Energy Holdings, Inc. 6451 Rosedale Hwy  
Bakersfield, CA 93308 Attention: General Counsel

Re: Amendment to Supply and Offtake Agreement Representatives:

Reference is made to the Supply and Offtake Agreement dated as of June 25, 2024 (the “SOA”), by and between Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (“BKRF”), and Vitol Americas Corp., a Delaware corporation (“Vitol” and together with BKRF, the “Parties”), the defined terms of which are used herein unless otherwise defined herein.

The Parties have agreed to amend certain provisions of the SOA as is more fully set forth in this Amendment. In consideration of the mutual agreements, provisions and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BKRF and Vitol agree as follows:

1. Section 2.1(b) of the SOA is amended by deleting the word “two” from the first sentence thereof and replacing it with the word “three”;
2. Section 2.2(a) of the SOA is amended by deleting “October 31, 2024” from the first sentence thereof and replacing it with “December 15, 2024”; and
3. Article 10 of the SOA is amended by adding the following new Section 10.6:

“10.6 Excess Commitment Fee. In the event of any Modification (as defined in the Intercreditor Agreement) to the Term Financing Documents that permits an increase in the aggregate funded principal amount of Tranche D Obligations (as defined in the Intercreditor Agreement) to an amount in excess of \$330,000,000 (other than as a result of any payment in kind in respect of such Tranche D Obligations), then BKRF will pay to Vitol as an additional fee hereunder an amount equal to 7.58% of such excess amount in connection with each such Modification (the “Excess Commitment Fee”). Vitol will calculate and invoice BKRF for the Excess Commitment Fee such that the amount of the Excess Commitment Fee due shall be payable by BKRF in equal monthly installments from the month during which such Modification occurs through the last month of the then-remaining Term (excluding any Renewal Terms that have not yet become binding), and BKRF will pay Vitol each such monthly installment of the Excess Commitment Fee in accordance with such invoices. If this Agreement is terminated prior to the expiration of the Initial Term, the remaining balance of the Excess Commitment Fee will be an Unpaid Amount owing by BKRF to Vitol.”

The Parties agree that except as expressly modified by this Amendment, the SOA and the other Transaction Documents remain unmodified and in full force and effect and each Party confirms its

obligations and the other Party's rights thereunder. Nothing contained in this Amendment shall, by implication or otherwise, constitute a right to any further amendment, waiver, or other modification of the terms of the SOA or the other Transaction Documents. The provisions of Section 15 of the SOA are incorporated herein by reference, *mutatis mutandis*. This Amendment shall become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the date first written above.

**Bakersfield Renewable Fuels, LLC**

**Vitol Americas Corp.**

By: /s/ Noah Verleun

By: /s/ Richard Evans

Name: Noah Verleun

Name: Richard Evans

Title: President

Title: SVP & CFO

*Amendment to Supply and Offtake Agreement*