REFINITIV

DELTA REPORT

10-Q

AMTX - AEMETIS, INC

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1972
CHANGES	146
DELETIONS	583
ADDITIONS	1243

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

FORM 10-Q

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2024 June 30, 2024
or
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from ______to ______

Commission File Number: 001-36475

Aemetis, Inc.

(Exact name of registrant as specified in its charter)

Delaware	26-1407544
(State or other jurisdiction	*(I.R.S. Employer*
of incorporation or organization)	*Identification No.)*

20400 Stevens Creek Blvd., Suite 700
Cupertino, CA 95014
(408) 213-0940
(Address and telephone number of principal executive offices)

Title of each class of registered securities	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.001 par value	AMTX	NASDAQ

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☐ Accelerated filer ☑ Non-accelerated filer ☐ Smaller reporting company ☐☑ 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The number of shares outstanding of the registrant’s Common Stock on April 30, 2024 was44,397,833 July 31, 2024 was 47,196,649 shares.

AEMETIS, INC.

FORM 10-Q

Quarterly Period Ended March 31, 2024 June 30, 2024

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PART I--FINANCIAL INFORMATION

PART II--OTHER INFORMATION

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this Quarterly Report on Form 10-Q, including statements regarding our assumptions, projections, expectations, targets, intentions, or beliefs about future events or other statements that are not historical facts. Forward-looking statements in this Quarterly Report on Form 10-Q include, without limitation, statements regarding management's plans; trends in market conditions with respect to prices for inputs for our products and prices for our products; our ability to leverage approved feedstock pathways; our ability to leverage our location and infrastructure; our ability to incorporate lower-cost, non-food advanced biofuels feedstock at the Keyes plant; Plant; our ability to expand into alternative markets for biodiesel and its byproducts, including continuing to expand our sales into international markets; our ability to maintain and expand strategic relationships with suppliers; our ability to access governmental carbon reduction incentives; our ability to supply gas into transportation markets; our ability to continue to develop, maintain, and protect new and existing intellectual property rights; our ability to adopt, develop and commercialize new technologies; our ability to extend or refinance our senior debt on terms reasonably acceptable to us or at all; our ability to continue to fund operations and our future sources of liquidity and capital resources; our ability to fund, develop, build, maintain and operate digesters, facilities and pipelines for our California Dairy Renewable Natural Gas segment; our ability to fund, develop and operate our carbon capture sequestration projects, including obtaining required permits; our ability to receive awarded grants by meeting all of the required conditions, including meeting the minimum contributions; our ability to obtain additional financing under the EB-5 program; our ability to generate and sell or utilize various credits, including LCFS, D3 RINs, production tax credits, and investment tax credits; our ability to improve margins; and our ability to raise additional debt and equity funding at the parent, subsidiary, or project level. Words or phrases such as "anticipates," "may," "will," "should," "could," "believes," "estimates," "expects," "intends," "plans," "predicts," "projects," "targets," "will likely result," "will continue" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on current assumptions and predictions and are subject to numerous risks and uncertainties. Actual results or events could differ materially from those set forth or implied by such forward-looking statements and related assumptions due to certain factors, including, without limitation, the risks set forth under the caption "Risk Factors" below, which are incorporated herein by reference, as well as those business risks and factors described elsewhere in this report and in our other filings with the Securities and Exchange Commission (the "SEC"), including without limitation, our most recent Annual Report on Form 10-K. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

PART I - FINANCIAL INFORMATION

Item 1 - Financial Statements

AEMETIS, INC.

CONSOLIDATED CONDENSED BALANCE SHEETS

(Unaudited, In in thousands except for par value)

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Assets				
Current assets:				
Cash and cash equivalents ($10 and $1,093 respectively from VIE)	$ 1,629	$ 2,667		
Accounts receivable ($675 and $55 respectively from VIE)	8,867	8,633		
Inventories, net of allowance for excess and obsolete inventory of $1,040 as of March 31, 2024 and December 31, 2023, respectively	16,011	18,291		
Prepaid expenses ($1,034 and $1,438 respectively from VIE)	2,418	3,347		
Other current assets ($143 and $289 respectively from VIE)	4,027	3,462		
Cash and cash equivalents ($0 and $1,093 respectively from VIE)			$ 234	$ 2,667
Accounts receivable ($59 and $55 respectively from VIE)			8,764	8,633
Inventories			10,244	18,291
Prepaid expenses ($600 and $1,438 respectively from VIE)			2,265	3,347
Other current assets ($55 and $289 respectively from VIE)			2,348	3,462
Total current assets	32,952	36,400	23,855	36,400
Property, plant and equipment, net ($85,514 and $81,966 respectively from VIE)	197,737	195,108		
Operating lease right-of-use assets ($125 and $145 respectively from VIE)	1,951	2,056		
Other assets ($4,722 and $4,881 respectively from VIE)	9,599	9,842		
Property, plant and equipment, net ($89,566 and $81,966 respectively from VIE)			194,042	195,108
Operating lease right-of-use assets ($458 and $145 respectively from VIE)			2,195	2,056
Other assets ($6,031 and $4,881 respectively from VIE)			11,996	9,842
Total assets	$ 242,239	$ 243,406	$ 232,088	$ 243,406
Liabilities and stockholders' deficit				
Current liabilities:				
Accounts payable ($4,387 and $3,815 respectively from VIE)	$ 29,789	$ 32,132		
Current portion of long term debt ($498 and $190 respectively from VIE)	48,870	13,585		
Accounts payable ($4,905 and $3,815 respectively from VIE)			$ 28,769	$ 32,132
Current portion of long term debt ($440 and $190 respectively from VIE)			55,766	13,585
Short term borrowings ($9 and $9 respectively from VIE)	23,937	23,443	18,822	23,443
Other current liabilities ($50 and $48 respectively from VIE)	15,322	15,229		
Other current liabilities ($817 and $48 respectively from VIE)			17,496	15,229
Total current liabilities	117,918	84,389	120,853	84,389
Long term liabilities:				
Senior secured notes and revolving notes	150,830	176,476	157,102	176,476
EB-5 notes	29,500	29,500	25,500	29,500
Other long term debt ($43,416 and $40,857 respectively from VIE)	54,087	51,717		

Series A preferred units ($116,870 and $113,189 respectively from VIE)	116,870	113,189		
Other long term liabilities ($54 and $67 respectively from VIE)	5,175	5,112		
Other long term debt ($44,692 and $40,857 respectively from VIE)			51,826	51,717
Series A preferred units ($120,518 and $113,189 respectively from VIE)			120,518	113,189
Other long term liabilities ($286 and $67 respectively from VIE)			5,241	5,112
Total long term liabilities	356,462	375,994	360,187	375,994
Stockholders' deficit:				
Common stock, $0.001 par value per share; 80,000 shares authorized; 42,616 and 40,966 shares issued and outstanding each period, respectively	43	41		
Common stock, $0.001 par value; 80,000 authorized; 45,782 and 40,966 shares issued and outstanding each period, respectively			46	41
Additional paid-in capital	273,167	264,058	285,519	264,058
Accumulated deficit	(499,636)	(475,405)	(528,810)	(475,405)
Accumulated other comprehensive loss	(5,715)	(5,671)	(5,707)	(5,671)
Total stockholders' deficit	(232,141)	(216,977)	(248,952)	(216,977)
Total liabilities and stockholders' deficit	$ 242,239	$ 243,406	$ 232,088	$ 243,406

The accompanying notes are an integral part of the financial statements.

AEMETIS, INC.

CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Unaudited, in thousands except for loss per share)

	For the three months ended March 31,		**For the three months ended June 30,**		**For the six months ended June 30,**	
	2024	**2023**	**2024**	**2023**	**2024**	**2023**
Revenues	$ 72,634	$ 2,151	$66,561	$ 45,112	$ 139,195	$ 47,263
Cost of goods sold	$ 73,246	3,446	68,367	43,156	141,613	46,602
Gross loss	(612)	(1,295)				
Gross (loss) profit			(1,806)	1,956	(2,418)	661
Selling, general and administrative and R&D expenses	8,850	10,828				
Selling, general and administrative			11,800	9,746	20,650	20,574
Operating loss	(9,462)	(12,123)	(13,606)	(7,790)	(23,068)	(19,913)
Other expense (income):						
Interest expense						
Interest rate expense	9,092	7,078	9,904	8,299	18,996	15,377
Debt related fees and amortization expense	1,421	1,969	1,820	1,330	3,241	3,299
Accretion and other expenses of Series A preferred units	3,311	5,564	3,477	6,885	6,788	12,449
Other (income) expense	67	(76)	(18)	(91)	49	(167)
Loss before income taxes	(23,353)	(26,658)	(28,789)	(24,213)	(52,142)	(50,871)
Income tax expense (benefit)	878	(248)				
Income tax expense			385	1,066	1,263	818
Net loss	$ (24,231)	$ (26,410)	$(29,174)	$ (25,279)	$ (53,405)	$ (51,689)

Other comprehensive income (loss)						
Foreign currency translation (loss) income	(44)	117	8	16	(36)	133
Comprehensive loss	$ (24,275)	$ (26,293)	$ (29,166)	$ (25,263)	$ (53,441)	$ (51,556)
Net loss per common share						
Basic	$ (0.58)	$ (0.73)	$(0.66)	$ (0.68)	$ (1.24)	$ (1.40)
Diluted	$ (0.58)	$ (0.73)	$(0.66)	$ (0.68)	$ (1.24)	$ (1.40)
Weighted average shares outstanding						
Basic	41,889	36,425	44,417	37,179	43,153	36,804
Diluted	41,889	36,425	44,417	37,179	43,153	36,804

The accompanying notes are an integral part of the financial statements.

AEMETIS, INC.

CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS

(Unaudited, in thousands)

	For the three months ended March 31,		For the six months ended June 30,	
	2024	**2023**	**2024**	**2023**
Operating activities:				
Net loss	$ (24,231)	$ (26,410)	$ (53,405)	$ (51,689)
Adjustments to reconcile net loss to net cash used in operating activities:				
Share-based compensation	2,969	2,662	4,946	4,417
Depreciation	1,798	1,790	3,847	3,461
Debt related fees and amortization expense	1,421	1,969	3,241	3,289
Intangibles and other amortization expense	12	12	24	23
Accretion and other expenses of Series A preferred units	3,311	5,564	6,788	12,449
Deferred tax benefit	-	(262)		
Loss on asset disposals			3,644	-
Warrants issued for working capital agreement			-	409
Deferred tax expense			-	701
Changes in operating assets and liabilities:				
Accounts receivable	(245)	1,005	(145)	(4,884)
Inventories	2,259	(7,942)	8,028	(2,872)
Prepaid expenses	929	2,315	1,082	2,431
Other assets	(544)	460	(1,318)	-
Accounts payable	(3,236)	3,002	(5,961)	4,365
Accrued interest expense and fees	5,500	5,356	12,614	12,095
Other liabilities	(221)	(779)	1,243	1,828
Net cash used in operating activities	(10,278)	(11,258)	(15,372)	(13,977)
Investing activities:				
Capital expenditures	(3,583)	(7,616)	(8,980)	(9,808)
Grant proceeds and other reimbursements received for capital expenditures	1,900	6,757	3,045	7,302
Net cash used in investing activities	(1,683)	(859)	(5,935)	(2,506)
Financing activities:				

Proceeds from borrowings	6,223	11,583	8,436	21,627
Repayments of borrowings	(411)	(2,724)	(4,015)	(13,424)
Lender debt renewal and waiver fee payments	(750)	-	(1,444)	(1,681)
Payments on finance leases	(8)	(83)	(161)	(311)
Proceeds from sales of common stock	5,513	2,617	15,891	8,915
Proceeds from exercise of stock options	36	-	36	38
Net cash provided by financing activities	10,603	11,393	18,743	15,164
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	15	(56)	26	(214)
Net change in cash, cash equivalents, and restricted cash for period	(1,343)	(780)	(2,538)	(1,533)
Cash, cash equivalents, and restricted cash at beginning of period	6,280	6,999	6,280	6,999
Cash, cash equivalents and restricted cash at end of period	$ 4,937	$ 6,219	$ 3,742	$ 5,466
Supplemental disclosures of cash flow information, cash paid:				
Cash paid for interest	$ 2,963	$ 1,515	$ 5,074	$ 4,546
Income taxes paid	878	14	878	20
Supplemental disclosures of cash flow information, non-cash transactions:				
Subordinated debt extension fees added to debt	340	340	340	340
Debt fees added to revolving lines	-	423	-	2,236
Fair value of warrants issued to subordinated debt holders	593	448	593	448
Fair value of warrants issued to lender for debt issuance costs			-	245
Lender debt extension, waiver, and other fees added to debt	595	384	595	384
Cumulative capital expenditures in accounts payable, including net increase (decrease) of $1,027 and ($511), respectively	8,927	14,900		
Cumulative capital expenditures in accounts payable, including net increase of $3,459 and $474, respectively			11,360	15,885

The accompanying notes are an integral part of the financial statements.

AEMETIS, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT

(Unaudited, in thousands)

	For the three months ended March 31, 2024													
For the six months ended June 30, 2024									**For the six months ended June 30, 2024**					
	Series B Preferred Stock		**Common Stock**		**Additional**		**Accumulated Other**	**Total**	**Common Stock**		**Additional**		**Accumulated Other**	
					Paid-in	**Accumulated**	**Comprehensive**	**Stockholders'**			**Paid-in**	**Accumulated**	**Comprehensive**	**Sto**
Description	**Shares**	**Dollars**	**Shares**	**Dollars**	**Capital**	**Deficit**	**Gain (Loss)**	**deficit**	**Shares**	**Dollars**	**Capital**	**Deficit**	**Loss**	
Balance at December 31, 2023	-	$ -	40,966	$ 41	$ 264,058	$ (475,405)	$ (5,671)	(216,977)	40,966	$ 41	$ 264,058	$ (475,405)	$ (5,671)	
Issuance of common stock	-	-	1,523	2	5,511	-	-	5,513	1,523	2	5,511	-	-	

Description	Series B Preferred Stock Shares	Series B Preferred Stock Dollars	Common Stock Shares	Common Stock Dollars	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' deficit	Common Stock Shares	Common Stock Dollars	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	
Stock options exercised	-	-	14	-	36	-	-	36	14	-	36	-	-	
Stock-based compensation	-	-	-	-	2,969	-	-	2,969	-	-	2,969	-	-	
Issuance and exercise of warrants	-	-	113	-	593	-	-	593	113	-	593	-	-	
Foreign currency translation loss									-	-	-	-	(44)	
Net loss									-	-	-	(24,231)	-	
Balance at March 31, 2024									42,616	$ 43	$ 273,167	$ (499,636)	$ (5,715)	$
Issuance of common stock									3,166	3	10,375	-	-	
Stock-based compensation									-	-	1,977	-	-	
Foreign currency translation gain	-	-	-	-	-	-	(44)	(44)	-	-	-	-	8	
Net loss	-	-	-	-	-	(24,231)	-	(24,231)	-	-	-	(29,174)	-	
Balance at March 31, 2024	-	$ -	42,616	$ 43	$ 273,167	$ (499,636)	$ (5,715)	$ (232,141)						
Balance at June 30, 2024									45,782	$ 46	$ 285,519	$ (528,810)	$ (5,707)	$

For the six months ended June 30, 2023	For the three months ended March 31, 2023								For the six months ended June 30, 2023						
	Series B Preferred Stock		Common Stock		Additional		Accumulated Other	Total	Series B Preferred Stock		Common Stock		Additional		A
Description	Shares	Dollars	Shares	Dollars	Paid-in Capital	Accumulated Deficit	Comprehensive Loss	Stockholders' deficit	Shares	Dollars	Shares	Dollars	Paid-in Capital	Accumulated Deficit	Co
Balance at December 31, 2022	1,270	$ 1	35,869	$ 36	$ 232,546	$ (428,985)	$ (5,452)	$ (201,854)	1,270	$ 1	35,869	$ 36	$ 232,546	$ (428,985)	$
Issuance of common stock									-	-	668	1	2,616	-	
Stock options exercised									-	-	40	-	-	-	
Stock-based compensation									-	-	-	-	2,662	-	

Issuance and exercise of warrants									-	-	113	-	448	-
Foreign currency translation gain									-	-	-	-	-	-
Net loss									-	-	-	-	-	(26,410)
Balance at March 31, 2023									1,270	$ 1	36,690	$ 37	$ 238,272	$ (455,395) $
Issuance of common stock	-	-	668	1	2,616	-	-	2,617	-	-	1,353	1	6,298	-
Series B conversion to common stock	-	-	-	-	-	-	-	-	(10)	-	1	-	-	-
Stock options exercised	-	-	40	-	-	-	-	-	-	-	72	-	38	-
Stock-based compensation	-	-	-	-	2,662	-	-	2,662	-	-	-	-	1,755	-
Issuance and exercise of warrants	-	-	113	-	448	-	-	448	-	-	62	-	654	-
Foreign currency translation gain	-	-	-	-	-	-	117	117	-	-	-	-	-	-
Net loss	-	-	-	-	-	(26,410)	-	(26,410)	-	-	-	-	-	(25,279)
Balance at March 31, 2023	1,270	$ 1	36,690	$ 37	$ 238,272	$ (455,395)	$ (5,335)	$ (222,420)						
Balance at June 30, 2023									1,260	$ 1	38,178	$ 38	$ 247,017	$ (480,674) $

The accompanying notes are an integral part of the financial statements.

(Tabular data in thousands, except par value and per share data)

1. Summary of Significant Accounting Policies General

Nature of Activities

Founded in 2006 and headquartered in Cupertino, California, Aemetis, Inc. (collectively with its subsidiaries on a consolidated basis referred to herein as "Aemetis," the "Company," "we," "our" or "us") is an international renewable natural gas and renewable fuels company focused on the operation, acquisition, development, and commercialization of innovative technologies to produce low and negative carbon intensity renewable fuels that replace fossil-based products. We do this by building a local circular bioeconomy using agricultural products and waste to produce low carbon, advanced renewable fuels that reduce greenhouse gas ("GHG") emissions and improve air quality. Our current operations include:

► **California Ethanol** - We own and operate a 65 million gallon per year capacity ethanol production facility in Keyes, California (the "Keyes Plant"). In addition to low carbon renewable fuel ethanol, the Keyes Plant produces Wet Distillers Grains ("WDG"), Distillers Corn Oil ("DCO"), and Condensed Distillers Solubles ("CDS"), all of which are sold as animal feed to local dairies and feedlots. The Keyes Plant also sells CO_2 to Messer Gas who converts it to liquid and sells it to food, beverage, and industrial customers. We are implementing several energy efficiency initiatives at the Keyes Plant focused on reducing operating costs and lowering the carbon intensity of our fuel.

► **California Dairy Renewable Natural Gas** - We produce Renewable Natural Gas (RNG) in central California. Our facilities consist of eight nine anaerobic digesters that produce biogas from dairy waste, a 36-mile biogas collection pipeline leading to a central upgrading hub, and an interconnect to inject the RNG into the utility natural gas pipeline for delivery to customers for use as transportation fuel. We are actively expanding our RNG production dairies, with several additional digesters under construction, agreements with a total of 43 44 dairies, and environmental review completed for an additional 24 miles of pipeline. We are also building our own RNG dispensing station, which is planned to begin operating in by the end of 2024.

► **India Biodiesel** - We own and operate a plant in Kakinada, India (“ ("Kakinada Plant” Plant" or "India Plant") with a capacity to produce about 60 million gallons per year of high-quality distilled biodiesel from a variety of vegetable oil and animal waste feedstocks. The Kakinada Plant is one of the largest biodiesel production facilities in India. The Kakinada Plant can also distill the crude glycerin byproduct from the biodiesel refining process into refined glycerin, which is sold to the pharmaceutical, personal care, paint, adhesive, and other industries.

In addition, we are actively growing our business by seeking to develop or acquire new facilities, including the following key projects:

► **Sustainable Aviation Fuel and Renewable Diesel** – We are developing a sustainable aviation fuel and renewable diesel (“SAF/RD”) production plant to be located at the Riverbank Industrial Complex in Riverbank, CA. The plant is currently designed to produce an expected 90 million gallons per year of SAF/RD from renewable oil and fats obtained from the Company’s other biofuels plants and other sources. The plant will use low-carbon hydroelectric electricity and renewable hydrogen that is generated within the plant’s own processes using byproducts of the SAF/RD production. In 2023, we received approval of the Use Permit and CEQA for the development of the plant, and in March 2024, we received the Authority to Construct air permits for the plant. We are continuing with the engineering and other required development activities for the plant.

► **Carbon Capture and Underground Sequestration** – We are developing Carbon Capture and Underground Sequestration (“CCUS”) facilities that will inject carbon dioxide captured from air emissions deep into the ground for geologic storage to reduce emissions to the atmosphere of greenhouse gases that contribute to global warming. In May 2023, the Company received a permit from the State of California to build a geologic characterization well that will provide information for the permitting and design of a CCUS well to be located in Riverbank, California. The Company plans to construct begin drilling the geologic characterization well in 2024 and is at the same time continuing engineering, permitting and other development activities for the sequestration well.

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(Tabular data in thousands, except par value and per share data)

The Company’s current and planned businesses produce renewable fuels and reduce carbon emissions, while generating valuable Renewable Fuel Standard credits, California Low Carbon Fuel Standard credits, and federal tax credits.

Basis of Presentation and Consolidation

These consolidated financial statements include the accounts of Aemetis, Inc. and its subsidiaries. We consolidate all entities in which we have a controlling financial interest. A controlling financial interest is usually obtained through ownership of a majority of the voting interests. However, an enterprise must consolidate a variable interest entity (“VIE”) if the enterprise is the primary beneficiary of the VIE, even if the enterprise does not own a majority of the voting interests. The primary beneficiary is the party that has both the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance, and the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. We consider Aemetis Biogas LLC ("ABGL") to be a VIE because the Company owns all of the outstanding common units of ABGL and is the primary beneficiary of ABGL's operations; accordingly, the assets, liabilities, and operations of ABGL are consolidated in these financial statements.

All intercompany balances and transactions have been eliminated in consolidation.

The accompanying consolidated condensed balance sheet as of March 31, June 30, 2024, the consolidated condensed statements of operations and comprehensive loss for the three and six months ended March 31, June 30, 2024 and 2023, the consolidated condensed statements of cash flows for the three six months ended March 31, June 30, 2024 and 2023, and the consolidated condensed statements of stockholders’ deficit for the three and six months ended March 31, June 30, 2024 and 2023 are unaudited. The consolidated condensed balance sheet as of December 31, 2023, was is derived from the 2023 audited consolidated financial statements and notes thereto.

The consolidated condensed financial statements in this report should be read in conjunction with the 2023 audited consolidated financial statements and notes thereto included in the Company’s annual report on Form 10-K for the year ended December 31, 2023. The accompanying consolidated condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) and pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations.

(Tabular data in thousands, except par value and per share data)

In the opinion of Company's management, the unaudited interim consolidated condensed financial statements as of and for the three and sixmonths ended March 31, June 30, 2024 and 2023 have been prepared on the same basis as the audited consolidated statements as of and for the year ended December 31, 2023 and reflect all adjustments, consisting primarily of normal recurring adjustments, necessary for the fair presentation of its statement of financial position, results of operations and cash flows. The results of operations for the three and sixmonths ended March 31, June 30, 2024 are not necessarily indicative of the operating results for any subsequent quarter, for the full fiscal year or any future periods.

There have been no material changes to our significant accounting policies disclosed in Note 1 - Nature of Activities and Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

2. Revenue

We derive revenue primarily from sales of ethanol and related co-products in California, renewable natural gas ("RNG") and related environmental attributes in California, and biodiesel and refined glycerin in India.

California Ethanol Revenues: Starting in the second quarter of 2023, we began selling all our ethanol to J.D. Heiskell Holdings, LLC ("J.D. Heiskell"), who sells it to customers designated by us, and we have designated Murex, LLC, who continues to market the product. J.D. Heiskell does not charge a fee for reselling the ethanol, but it receives the payments from the ultimate customer. We also buy our corn feedstock from J.D. Heiskell, and J.D. Heiskell pays us the net balance between ethanol and other product we sell to J.D. Heiskell and our corn purchases from J.D. Heiskell. Our accounting (i) treats us as the purchaser/customer for corn purchases from J.D. Heiskell and we record the full purchase cost in cost-of-good cost of goods sold, and (ii) treats us as the seller for ethanol and other product sales, so we treat all sales as revenue.

Given the similarity of the individual sales transactions with J.D. Heiskell, we have assessed them as a portfolio of similar contracts. Prior to May 25, 2023, the performance obligation was satisfied by delivery of the physical product from our finished goods tank to our customer's contracted trucks. Effective on May 25, 2023, the performance obligation is satisfied by delivery of the physical product to our finished goods tank leased by J.D. Heiskell. The transaction price is determined based on daily market prices and quarterly contract pricing negotiated by Murex for its customers for ethanol and based on dry distillers' market and local demand by our marketing partner A.L. Gilbert Company ("A.L. Gilbert") for WDG. The transaction price is allocated to one performance obligation.

During the last two weeks of The following table shows sales in our California Ethanol segment by product category:

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Ethanol sales	$ 29,437	$ 8,647	$ 54,823	$ 9,015
Wet distiller's grains sales	9,302	2,553	18,516	2,553
Other sales	1,393	132	2,882	239
Total	$ 40,132	$ 11,332	$ 76,221	$ 11,807

From December 2022until May 2023, we undertook an extended maintenance cycle and accelerated the implementation of several important ethanol plant energy efficiency upgrades. Our decision was partly driven by the high natural gas prices in California during the period. After monitoring natural gas pricing and margin profitability, we decided to extend the maintenance cycle into the first and second quarters of 2023 and restarted the plant at the end of May 2023, upgrades, which accounts for lower revenue amounts shown in the table below above for the period periods ending March 31, June 30, 2023.

The following table shows sales in our California Ethanol segment by product category:

	For the three months ended March 31,	
	2024	2023
Ethanol sales	$ 25,385	$ 368
Wet distiller's grains sales	9,213	-
Other sales	1,491	107
Total	$ 36,089	$ 475

California Dairy Renewable Natural Gas Revenues: Our facilities as of March 31, June 30, 2024, consist of eight nine anaerobic digesters that process feedstock from dairies into biogas, a 36-mile collection pipeline leading to a central upgrading hub, and an interconnect to inject the RNG into the utility natural gas pipeline for delivery to customers for use as transportation fuel. In connection with dispensing the RNG, we generate sellable credits under the federal Renewable Fuel Standard (referred to as "D3 RINs") and the California Low Carbon Fuel Standard ("LCFS"). We began selling D3 RINs in the third quarter of 2023 and began selling LCFS credits in the first quarter of 2024. We recognize revenue from sales of RNG concurrent with our production and injection into the transportation pipeline. We recognize revenue from sales of D3 RINs and LCFS credits at the time we sell the credits.

(Tabular data in thousands, except par value and per share data)

	For the three months ended March 31,	
	2024	2023
RNG, LCFS and D3 RIN sales	$ 3,792	$ 206

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
RNG, LCFS and D3 RIN sales	$ 1,598	$ 210	$ 5,390	$ 416

India Biodiesel Revenues:

The following table shows our sales in our India Biodiesel segment by product category:

	For the three months ended March 31,		For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Biodiesel sales	$ 30,992	$ 1,190	$ 23,708	$ 32,811	$ 54,700	$ 34,001
Other sales	1,761	280	1,123	759	2,884	1,039
Total	$ 32,753	$ 1,470	$ 24,831	$ 33,570	$ 57,584	$ 35,040

3. Cash and Cash Equivalents

The following table reconciles cash, cash equivalents, and restricted cash reported in the Consolidated Balance Sheet to the statement of cash flows:

	As of		As of	
	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Cash and cash equivalents	$ 1,629	$ 2,667	$ 234	$ 2,667
Restricted cash included in other current assets	143	289	635	289
Restricted cash included in other assets	3,165	3,324	2,873	3,324
Total cash, cash equivalents, and restricted cash shown in the statement of cash flows	$ 4,937	$ 6,280	$ 3,742	$ 6,280

Restricted cash shown in the table above includes amounts required to be set aside by the Aemetis Biogas 1 LLC Term Loan Agreement and Aemetis Biogas 2 LLC Construction and Term Loan Agreement arranged by Greater Commercial Lending ("GCL") for financing reserves and construction contingencies.

4. Basic and Diluted Net Loss Per Share

Basic net loss per share is computed by dividing income or loss attributable to common stockholders by the weighted average number of shares of common stock outstanding for the period. Diluted net loss per share reflects the dilution of common stock equivalents such as options, convertible preferred stock, debt and warrants to the extent the impact is dilutive.

The following table shows the number of potentially dilutive shares excluded from the diluted net loss per share calculation as of March 31, June 30, 2024 and 2023:

	As of		As of	
	March 31, 2024	March 31, 2023	June 30, 2024	June 30, 2023
Series B preferred (post split basis)	-	127	-	126
Common stock options and warrants	7,743	6,125	7,731	6,107
Debt with conversion feature at $30 per share of common stock	1,270	1,246		
Debt with conversion feature at $30 per share of common stock			1,277	1,251
Total number of potentially dilutive shares	9,013	7,498	9,008	7,484

(Tabular data in thousands, except par value and per share data)

5. Inventories

Inventories consist of the following:

	As of		As of	
	March 31, 2024	**December 31, 2023**	**June 30, 2024**	**December 31, 2023**
Raw materials	$ 9,564	$ 9,907	$ 4,426	$ 9,907
Work-in-progress	1,657	1,682	1,788	1,682
Finished goods	4,790	6,702	4,030	6,702
Total inventories	$ 16,011	$ 18,291	$ 10,244	$ 18,291

As of March 31, June 30, 2024 , and December 31, 2023 , the Company recognized a lower of cost or net realizable value adjustment of $109 thousand$0 and $ $58 58 thousand, respectively, related to inventory.

6. Property, Plant and Equipment

Property, plant and equipment consist of the following:

	As of		As of	
	March 31, 2024	**December 31, 2023**	**June 30, 2024**	**December 31, 2023**
Land	$ 7,344	$ 7,345	$ 7,345	$ 7,345
Plant and buildings	136,750	136,318	170,215	136,318
Furniture and fixtures	2,529	2,266	2,628	2,266
Machinery and equipment	15,150	14,982	5,628	14,982
Construction in progress	76,609	73,057	50,538	73,057
Property held for development	15,431	15,431	15,431	15,431
Finance lease right of use assets	2,889	2,889	2,889	2,889
Total gross property, plant & equipment	256,702	252,288	254,674	252,288
Less accumulated depreciation	(58,965)	(57,180)	(60,632)	(57,180)
Total net property, plant & equipment	$ 197,737	$ 195,108	$ 194,042	$ 195,108

For the three months ended March 31, June 30, 2024 and 2023, interest capitalized in property, plant and equipment was $1.7 $1.3 million and $1.8 million $1.0 million (not including depreciation), respectively. For the six months ended June 30, 2024 and 2023, interest capitalized in property, plant and equipment was $3.0 million and $2.8 million, respectively.

The increase in total gross property, plant and equipment during the six months ended June 30, 2024, was due to new additions of $12.2 million that were offset by a derecognition of one asset at the Keyes Plant that was carried at $10.0 million. Refer to Note 7 under the subheading *Financing Agreement for Capital Expenditures* for more information.

(Tabular data in thousands, except par value and per share data)

Construction in progress includes costs for the biogas construction projects (dairy digesters and pipeline), Riverbank projects (sustainable aviation fuel and renewable diesel plant as well as carbon capture characterization well), and energy efficiency projects at the Keyes Plant. Property held for development is the partially completed Goodland Plant which is not ready for operation. Depreciation will begin for each project when the project is finalized operational and placed into service. Depreciation on the components of property, plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives as follows:

	Years
Plant and buildings	20 - 30
Machinery and equipment	5 - 15
Furniture and fixtures	3 - 5

For the three months ended March 31, June 30, 2024 and 2023, the Company recorded depreciation expense of $1.8 million for each period. $2.0 million and $1.7 million, respectively. For the six months ended June 30, 2024 and 2023, the Company recorded depreciation expense of $3.8 million and $3.5 million, respectively.

(Tabular data in thousands, except par value and per share data)

7. Debt

Debt consists of the following:

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Third Eye Capital term notes	$ 7,172	$ 7,159	$ 7,156	$ 7,159
Third Eye Capital revolving credit facility	23,800	20,922	26,677	20,922
Third Eye Capital revolving notes Series B	57,694	54,412	60,976	54,412
Third Eye Capital revenue participation term notes	12,046	12,011	12,024	12,011
Third Eye Capital acquisition term notes	26,709	26,655	26,672	26,655
Third Eye Capital Fuels Revolving Line	35,168	32,511	37,376	32,511
Third Eye Capital Carbon Revolving Line	23,673	23,486	24,381	23,486
Construction and term loans	43,894	41,024	45,115	41,024
Cilion shareholder purchase obligation	7,081	7,028	7,134	7,028
Subordinated notes	17,747	17,625	18,497	17,625
EB-5 promissory notes	42,439	42,211	42,665	42,211
Working capital loans	3,954	3,827	316	3,827
Term loans on capital expenditures	5,847	5,850	27	5,850
Total debt	307,224	294,721	309,016	294,721
Less current portion of debt	72,807	37,028	74,588	37,028
Total long term debt	$ 234,417	$ 257,693	$ 234,428	$ 257,693

Third Eye Capital Note Purchase Agreement

On July 6, 2012, Aemetis, Inc. and Aemetis Advanced Fuels Keyes, Inc. ("AAFK"), entered into an Amended and Restated Note Purchase Agreement (the "Note Purchase Agreement") with Third Eye Capital Corporation ("Third Eye Capital"). Pursuant to the Note Purchase Agreement, Third Eye Capital extended credit in the form of (i) senior secured term loans in an aggregate principal amount of approximately $7.2 million to replace existing notes held by Third Eye Capital (the "Term Notes"); (ii) senior secured revolving loans in an aggregate principal amount of $18.0 million (the "Revolving Credit Facility"); (iii) senior secured term loans in the principal amount of $10.0 million to convert the prior revenue participation agreement to a note (the "Revenue Participation Term Notes"); and (iv) senior secured term loans in an aggregate principal amount of $15.0 million (the "Acquisition Term Notes") used to fund the cash portion of the acquisition of Cilion, Inc. (the Term Notes, Revolving Credit Facility, Revenue Participation Term Notes, and Acquisition Term Notes are referred to herein collectively as the "Original Third Eye Capital Notes").

The Original Third Eye Capital Notes have been amended several times. Most recently, on March 25,2024,times, and the Company and Third Eye Capital Corporation entered into a "Limited Waiver and Amendment No.28 to Amended and Restated Note Purchase Agreement" ("Amendment No.28") that (i) revised the loan covenant related to Keyes plant note indebtedness to exclude certain draws on Third Eye credit facilities and to exclude the "Redemption Fee," current key terms are as defined in the Amended and Restated Note Purchase Agreement, and (ii) changed the maximum ratio of Note Indebtedness to the Keyes Plant market value to 120%. As consideration for Amendment No.28, the Company agreed to pay Third Eye Capital an amendment fee of $0.1 million. We evaluated the terms of Amendment No.28 in accordance with ASC 470-50 Debt – Modification and Extinguishment and ASC 470-60 Troubled Debt Restructuring and applied modification accounting treatment.

*Terms of Original Third Eye Capital Notes:*follows:

A. *Term Notes.* As of March 31, June 30, 2024, the Company had $7.3 $7.2 million in principal and interest outstanding under the Term Notes and $104 $81 thousand unamortized debt issuance costs. The Term Notes accrue interest at 14% per annum. The Term Notes mature on April 1, 2025.

B. *Revolving Credit Facility*. The Revolving Credit Facility accrues interest at the prime rate plus 13.75% (22.25% as of March 31, June 30, 2024) payable monthly in arrears. The Revolving Credit Facility matures on April 1, 2025. As of March 31, June 30, 2024, AAFK had $24.8 $27.5 million in principal and interest and waiver fees outstanding and $1.0 $0.8 million unamortized debt issuance costs under the Revolving Credit Facility.

C. *Revolving Notes Series B*. The Revolving Notes Series B accrues interest at the prime rate plus 13.75% (22.25% as of March 31, June 30, 2024) payable monthly in arrears. The Revolving Notes Series B matures on April 1, 2025. As of March 31, June 30, 2024, AAFK had $58.5 $61.6 million in principal and interest and waiver fees outstanding and $0.8 $0.6 million unamortized debt issuance costs under the Revolving Notes Series B.

D. *Revenue Participation Term Notes*. The Revenue Participation Term Notes bear interest at 5% per annum and mature on April 1, 2025. As of March 31, June 30, 2024, AAFK had $12.2 million in principal and interest outstanding under the Revenue Participation Term Notes and $168 $128 thousand unamortized debt issuance costs.

E. *Acquisition Term Notes*. The Acquisition Term Notes accrue interest at the prime rate plus 10.75% (19.25% per annum as of March 31, June 30, 2024) and mature on April 1, 2025. As of March 31, June 30, 2024, Aemetis Facility Keyes, Inc. had $27.0 $26.9 million in principal and interest and redemption fees outstanding under the Acquisition Term Notes and $325 $255 thousand unamortized debt issuance costs. The outstanding principal balance includes $7.5 million in redemption fee on which interest is not charged.

The maturity dates on each of the above notes can be extended by the Company from April 1, 2025, to April 1, 2026, by providing written notice to Third Eye Capital. As a condition of such extension, the Company would pay a fee of 1% of the amount due under the applicable note, of which 50% can be added to the outstanding debt and 50% would be paid in cash or common stock (if paid using common stock, the value of shares issued would equal 110% of the 50% portion of the extension fee). As a result of the Company's ability to extend the maturity date, the Original Third Eye Capital Notes are classified as non-current debt.

The Original Third Eye Capital Notes contain various covenants, including but not limited to, debt to plant value ratio, minimum production requirements, and restrictions on capital expenditures. The terms of the Notes allow the lender to accelerate the maturity in the event of any default that could reasonably be expected to have a material adverse effect on the Company, such as any change in the business, operations, or financial condition. The Company has evaluated the likelihood of such an acceleration event and determined such an event to not be probable in the next twelve months. The Notes allow interest to be added to the outstanding principal balance. The Original Third Eye Capital Notes are secured by first priority liens on all real and personal property of, and assignment of proceeds from all government grants and guarantees from the Company's North American subsidiaries. The Original Third Eye Capital Notes all subsidiaries, and contain cross-collateral and cross-default provisions. McAfee Capital, LLC ("McAfee Capital"), owned by Eric McAfee, the Company's Chair and CEO, provided a guaranty of payment and performance secured by all Company shares owned by McAfee Capital and additional assets. In addition, Eric assets, and Mr. McAfee has also provided a personal guaranty of up to $10 million plus a pledge of his ownership interests in several personal assets.

Third Eye Capital Reserve Facility. On March 6, 2020, we entered into a reserve liquidity facility governed by a promissory note, payable to Third Eye Capital Corporation, in the principal amount of $18 million. The reserve liquidity facility has been amended several times. Most recently, on March 25, 2024, the Company and Third Eye Capital entered into a "Seventh Amended and Restated Promissory Note" that increased the amount available under the reserve liquidity facility to $85 million and extended the maturity date to April 1, 2025. Borrowings under the Note are available until maturity. Interest on borrowed amounts would accrue at a rate of 30% per annum, to be paid monthly in arrears, or 40% if an event of default has occurred and continues. Interest payments due may be capitalized into the principal balance of the Note. The Company pays a standby fee of 2% per annum of the difference between the aggregate principal outstanding under the Note and the commitment, payable monthly arrears in either cash or stock. The Note also requires the Company to pay a fee in the amount of $0.5 million in connection with a request for an advance on the Note, provided that such fee may be added to the principal amount of the Note. In addition, the Company would be required to make payments on the Note with funds received from the closing of certain new debt or equity financing or transactions, as described in the Note. The Note is secured by liens and security interests upon on the property and assets of the Company. As of March 31, June 30, 2024, we have no borrowings outstanding under the Reserve Liquidity Note.

Third Eye Capital Revolving Credit Facility for Fuels and Carbon Lines. On March 2, 2022, Goodland Advanced Fuels, Inc. ("GAFI) GAFI") and Aemetis Carbon Capture, Inc. ("ACCI") entered into an Amended and Restated Credit Agreement ("Credit Agreement") with Third Eye Capital, as administrative agent and collateral agent, and the lender party thereto (the "New Credit Facility"). The New Credit Facility provides for two credit lines with aggregate availability of up to $100 million, consisting of a revolving credit facility with GAFI for up to $50 million (the "Fuels Revolving Line") and a revolving credit facility with ACCI for up to $50 million (the "Carbon Revolving Line" and together with the Fuels

Revolving Line, the "Revolving Lines"). Loans received under the Fuels Revolving Line have a maturity date of March 1, 2025, and accrue interest per annum at a rate equal to the greater of (i) the prime rate plus 6.00% and (ii) ten percent (10.0%). Loans received under the Carbon Revolving Line have a maturity date of March 1, 2026 and accrue interest per annum at a rate equal to the greater of (i) the prime rate plus 4.00% and (ii) eight percent (8.0%). Loans under the Fuels Revolving Line are available for working capital purposes and loans made under the Carbon Revolving Line are available for projects that reduce, capture, use, or sequester carbon with the objective of reducing carbon dioxide emissions. As of March 31, June 30, 2024, GAFI had principal and interest outstanding of $35.1 $38.7 million classified as current debt and $1.8 net of $1.3 million unamortized debt issuance costs. As of March 31, June 30, 2024, ACCI had principal and interest outstanding of $0.3 $0.8 million classified as current debt, $23.4 $24.9 million classified as long-term debt, and $1.5 $1.3 million in unamortized debt issuance costs.

Cilion Shareholder Purchase Obligation. In connection with the Company's merger with Cilion, Inc. ("Cilion"), on July 6, 2012, the Company incurred a $5.0 million payment obligation to Cilion shareholders as merger compensation subordinated to the senior secured Third Eye Capital Notes. The liability bears interest at 3% per annum and is due and payable after the Third Eye Capital Notes have been paid in full. As of March 31, June 30, 2024, Aemetis Facility Keyes, Inc. had $7.0 million $7.1 million in principal and interest outstanding under the Cilion payment obligation under the merger agreement.

Subordinated Notes. On January 6 and January 9, 2012, AAFK entered into Note and Warrant Purchase Agreements with two accredited investors pursuant to which it issued $3.4 million in original notes to the investors ("Subordinated Notes"). The Subordinated Notes mature every six months. months and the current maturity date is December 31, 2024. Upon maturity, the Subordinated Notes are renewable at the Company's election for six month periods with a fee of 10% added to the balance outstanding plus issuance of warrants exercisable at $0.01 with a two-year term. Interest accrues at 10% per annum and is due at maturity. Neither AAFK nor Aemetis may make any principal payments under the Subordinated Notes until all loans made by Third Eye Capital to AAFK are paid in full. On January 1, 2024, the maturity on the Subordinated Notes was extended to As of June 30, 2024. In connection with the extension, the Company paid a $340 thousand extension fee by adding the fee to the balance of the Subordinated Notes and issued warrants exercisable for 113 thousand shares of common stock with a term of two years and an exercise price of $0.01 per share. The Company evaluated the January 1, 2024, amendment and the refinancing terms of the notes and applied modification accounting treatment in accordance with ASC 470-50 Debt – Modification and Extinguishment. At March 31, 2024, and December 31, 2023, the Company had, in aggregate, $17.7 18.5 million and $17.6 million in principal and interest outstanding, respectively, under the Subordinated Notes.

EB-5 Promissory Notes. EB-5 is a U.S. government program authorized by the Immigration and Nationality Act that is designed to foster employment-based visa preference for immigrant investors to encourage the flow of capital into the U.S. economy and to promote employment of U.S. workers. The Company entered into a Note Purchase Agreement dated March 4, 2011 (as further amended on January 19, 2012 and July 24, 2012) with Advanced BioEnergy, LP, a California limited partnership authorized by U.S. Citizenship and Immigration Services as a "Regional Center" to receive EB-5 investments, for the issuance of up to 72 subordinated convertible promissory notes (the "EB-5 Notes") bearing interest at 2- to 3%. The EB-5 Notes are convertible into Aemetis, Inc. common stock at a conversion price of $30 per share. Advanced BioEnergy, LP arranged received equity investments by foreign investors, and then Advanced BioEnergy used the invested equity to make loans to the Keyes Plant. Each note was issued in the principal amount of $0.5 million for a total aggregate principal amount of up to $36.0 million (the "EB- The EB-5 Phase I funding"). The original maturity date on Notes are subordinated to the promissory notes has been extended. On Company's senior secured debt to Third Eye Capital. In addition, On February 27, 2019, Advanced BioEnergy, LP, and the Company entered into an Amendment to the EB-5 Notes which restated that modified the original stated maturity date on dates of the promissory notes with EB-5 Notes to provide automatic six-month extensions as long as the Advanced Bioenergy investors' immigration processes are in progress. Given the COVID-19 pandemic and processing delays for immigration process, Accordingly, notes derived from Advanced BioEnergy LP extended the maturity dates for debt repayment based on their projected processing timings as long as the equity provided by investors do not give notice of withdrawal or an I-829 gets approved. Accordingly, the notes pending green card approval have been recognized as long-term debt while investor notes derived from Advanced BioEnergy equity provided by investors who have obtained green card approval have been classified as current debt. The EB-5 Notes are convertible into Aemetis, Inc. common stock at a conversion price of $30 per share. As of March 31, 2024, $35.5 million has been released from the escrow amount to the Company, with $0.5 million remaining to be funded to escrow. As of March 31, June 30, 2024 and December 31, 2023, $38.0 $38.3 million and $37.9 million was outstanding, respectively, on the EB-5 Notes.

On October 16, 2016, the Company launched its EB-5 Phase II funding (the "EB-5 Phase II Funding") and entered into a certain Note Purchase Agreement Agreements with Advanced BioEnergy II, LP, a California limited partnership authorized as a Regional Center to receive EB-5 Phase II equity funding investments. The Company received $4.0 million in loan funds from Advanced BioEnergy II, LP before certain changes to and expiration of the EB-5 program prevented further funding. The federal EB-5 program was recently reauthorized, and in March 2024, the U.S. Customs and Immigration Service Services approved the Company's project for up to $200 million of additional investment using EB-5 funds. Under the new rules, the minimum investment was is raised from $0.5 million per investor to $0.8 million per investor. The terms of the EB-5 Phase II Funding are similar to the terms of the first round of EB-5 funding. As of March 31, June 30, 2024, and December 31, 2023, $4.4 million and $4.3 million were outstanding on the EB-5 Notes notes under the EB-5 Phase II funding, respectively.

India Biodiesel Secure and Unsecured Loans. On November 13, 2023, the Company entered into a secure secured loan agreement with Secunderabad Oils Limited in an amount not to exceed $3.6 million. The loan is secured by the fixed assets and currents assets of the India Plant. The loans bear Kakinada Plant and bears interest at 18% and are payable monthly. On November 6, 2023, the Company entered into a short-term loan with Leo Edibles & Fats Limited in an amount not to exceed $1.27 million. The loans bears bear interest at 18% and are payable monthly. The loans are repayable on demand by the lender or within one year from the date of issuance. As of March 31, June 30, 2024 and December 31, 2023, the Company had outstanding balance of $4.0 million balances totaling $0.3 million and $3.8 million, respectively.

(Tabular data in thousands, except par value and per share data)

Aemetis Biogas 1 LLC Term Loan. On October 4, 2022, the Company entered into a Construction Loan Agreement (“ "AB1 Construction Loan” Loan") with Greater Nevada Credit Union (“GNCU”). Pursuant to the AB1 Construction Loan, the lender made available an aggregate principal amount of $25 million, secured by all personal property collateral and real property collateral of Aemetis Biogas 1 LLC. The AB1 Construction Loan contained certain financial covenants to be measured as of the last day of each fiscal year end, and annually for the term of the loan. Effective as of December 22, 2023, the AB1 Construction Loan was refinanced and replaced with a term loan ("AB1 Term Loan"). The AB1 Term Loan is secured by all personal property collateral and real property collateral of Aemetis Biogas 1 LLC. It bears interest at a rate of 9.25% per annum, to be adjusted every five years thereafter to equal the five-year Treasury Constant Maturity Rate, as published by the Board of Governors of the Federal Reserve System as of the adjustment date, plus 5.00% or (ii) the index floor. Other material terms of the loan include: (i) payments of interest only to be paid in monthly installments beginning January 22, 2024, (ii) payments of equal combined monthly installments of principal and interest beginning on January 22, 2025, and (iii) a maturity date of December 22, 2042, at which time the entire unpaid principal amount, together with accrued and unpaid interest thereon, shall become due and payable. The AB1 Term Loan contains certain financial covenants to be measured as of the last day of each fiscal year beginning fiscal year end 2025, and annually for the term of the loan. The AB1 Term Loan also contains other affirmative and negative covenants, representations and warranties and events of default customary for loan agreements of this nature. As of March June 30, 2024, 31,2024 and December 31, 2023, the Company had $25.3 $25.1 million and $25.1 million, respectively, outstanding under the AB1 Term Loan.

Aemetis Biogas 2 LLC Construction and Term Loan. On July 28, 2023, the Company entered into a second Construction and Term Loan Agreement (“ "AB2 Loan") with Magnolia Bank, Incorporated. Pursuant to the AB2 Loan, the lender has made available an aggregate principal amount not to exceed $25 million. The loan is secured by all personal property collateral and real property collateral of Aemetis Biogas 2 LLC. The loan bears interest at a rate of 8.75% per annum, to be adjusted every five years thereafter to equal the five-year Treasury Constant Maturity Rate, as published by the Board of Governors of the Federal Reserve System as of the adjustment date, plus 5.00%. Other material terms of the AB2 Loan include: (i) payments of interest only to be paid in monthly installments beginning August 15, 2023, (ii) payments of equal combined monthly installments of principal and interest beginning on August 15, 2025, and (iii) a maturity date of July 28, 2043, at which time the entire unpaid principal amount, together with accrued and unpaid interest thereon, shall become due and payable. The AB2 Loan contains certain financial covenants to be measured as of the last day of each fiscal year beginning fiscal year end 2025, and annually for the term of the loan. The AB2 Loan also contains other affirmative and negative covenants, representations and warranties and events of default customary for loan agreements of this nature. As of March 31, June 30, 2024, and December 31, 2023, the Company had $19.4 million $20.8 million and $16.8 million, respectively, outstanding and unamortized discount issuances issuance costs of $0.8 million for each period, respectively, under the AB2 Loan.

Financing Agreement for Capital Expenditures. The In 2018, the Company entered into an agreement with Mitsubishi Chemical America, Inc. (“Mitsubishi” ("MCA") to purchase ZEBREX™ membrane dehydration equipment to conserve energy and improve operating efficiencies at the Keyes Plant. The Company also is no longer operating the equipment, and in June 2024, entered into an Agreement with MCA to amicably resolve all differences and terminate the 2018 equipment purchase agreement. As a financing agreement with Mitsubishi for $5.7 million for this equipment. Payments pursuant to result, the financing transaction will commence after the installation date and interest will be charged based on the certain performance metrics after operation of the equipment. After an initial start-up process, process bottlenecks were encountered and operations were suspended pending further examination and optimization. We recorded the asset Company derecognized $9.6 million in net property, plant, and equipment, net equipment; $3.6 million in long-term liabilities; $2.2 million in short-term liabilities and recorded the related liability of $2.2 $0.2 million in short term borrowings accounts payable from its consolidated condensed balance sheet. The derecognition resulted in a net $3.6 million loss that is included in selling, general and $3.6 million in other long-term debt, respectively as administrative expense on the consolidated condensed statement of March 31, 2024. operations.

Maturity Date Schedule

Scheduled debt repayments for the Company’s loan obligations by year are as follows:

Twelve Months ended March 31, / Twelve Months ended June 30,	Debt Repayments	Debt Repayments
2025	$ 72,807	$ 74,588
2026	180,279	180,347
2027	13,211	11,151
2028	4,375	4,232
2029	2,085	1,981
Thereafter	39,220	40,671
Total debt	311,977	312,970
Debt issuance costs	(4,753)	(3,954)

(Tabular data in thousands, except par value and per share data)

Total debt, net of debt issuance costs	$ 307,224	$ 309,016

8. Leases

The Company is a party to operating leases for the Company's corporate office in Cupertino, modular offices at the Keyes Plant and Biogas operations center, and laboratory facilities. We have also entered into several finance leases for mobile equipment and for the Riverbank Industrial Complex. These finance leases have a purchase option at the end of the term that we are reasonably certain we will exercise, so the leases are classified as finance leases. Our leases have remaining terms of one year to 13 years. We made an accounting policy election to keep leases with an initial term of 12 months or less off the balance sheet. We will recognize those lease payments in the Consolidated Statements of Operations as we incur the expenses.

The Company evaluates leases in accordance with ASC *842 – Lease Accounting*. When discount rates implicit in leases cannot be readily determined, we use the applicable incremental borrowing rate at lease commencement to perform lease classification tests on lease components and to measure lease liabilities and right of use (ROU) assets. The incremental borrowing rate used by the Company is based on weighted average baseline rates commensurate with the Company's secured borrowing rate over a similar term. At each reporting period when there is a new lease initiated, the rates established for that quarter are used.

The components of lease expense are as follows:

	Three months ended March 31,		Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Operating lease cost						
Operating lease expense	$ 181	$ 181	$ 196	$ 181	$ 377	$ 362
Short term lease expense	21	21	42	21	63	42
Variable lease expense	32	22	35	22	67	44
Total operating lease cost	$ 234	$ 224	$ 273	$ 224	$ 507	$ 448
Finance lease cost						
Amortization of right-of-use assets	$ 30	$ 31	$ 30	$ 30	$ 60	$ 61
Interest on lease liabilities	86	91	83	82	169	173
Total finance lease cost	$ 116	$ 122	$ 113	$ 112	$ 229	$ 234

Cash paid for amounts included in the measurement of lease liabilities:

	Three months ended March 31,		Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Operating cash flows used in operating leases	$ 169	$ 164	$ 246	$ 166	$ 414	$ 330
Operating cash flows used in finance leases	86	91	83	82	169	173
Financing cash flows used in finance leases	$ 8	$ 83	$ 154	$ 228	$ 161	$ 311

Supplemental non-cash flow information related to ROU asset and lease liabilities was as follows for the three and sixmonths ended March 31, June 30, 2024 and 2023:

(Tabular data in thousands, except par value and per share data)

	Three months ended March 31,		Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Operating leases						
Accretion of the lease liability	$ 74	$ 87	$ 89	$ 84	$ 164	$ 171
Amortization of right-of-use assets	105	94	106	97	211	191

The weighted average remaining lease term and weighted average discount rate as of March 31, 2024 are as follows:

The weighted average remaining lease term and weighted average discount rate as of June 30, 2024 are as follows:

Weighted Average Remaining Lease Term	Weighted Average Remaining Lease Term		Weighted Average Remaining Lease Term	
Operating leases (in years)	4.0	4.9	6.5	4.7
Finance leases (in years)	12.8	13.7	12.6	13.5
Weighted Average Discount Rate				
Operating leases	14.1%	14.1%	13.7%	14.1%
Finance leases	13.3%	13.2%	13.3%	13.2%

Supplemental balance sheet information related to leases is as follows:

	June 30, 2024	December 31, 2023
Operating leases		
Operating lease right-of-use assets	$ 2,195	$ 2,056
Other current liability	475	406
Other long term liabilities	1,813	1,783
Total operating lease liabilities	2,288	2,189
Finance leases		
Property and equipment, at cost	$ 2,889	$ 2,889
Accumulated depreciation	(288)	(228)
Property and equipment, net	2,601	2,661
Other current liability	32	30
Other long term liabilities	2,692	2,687
Total finance lease liabilities	2,724	2,717

Supplemental balance sheet information related to leases is as follows:

	March 31, 2024	December 31, 20
Operating leases		
Operating lease right-of-use assets	$ 1,951	$ 2
Other current liability	417	
Other long term liabilities	1,677	1

Total operating lease liabilities	2,094	2
Finance leases		
Property and equipment, at cost	$ 2,889	$ 2
Accumulated depreciation	(258)	
Property and equipment, net	2,631	2
Other current liability	31	
Other long term liabilities	2,763	2
Total finance lease liabilities	2,794	2

Maturities of operating lease liabilities are as follows:

Twelve months ended March 31,	Operating leases	Finance leases		
Twelve months ended June 30,			Operating leases	Finance leases
2025	$ 678	$ 179	$ 787	$ 179
2026	670	159	721	151
2027	631	145	698	145
2028	650	145	661	145
2029	109	145	63	145
Thereafter	-	10,105	1,235	9,960
Total lease payments	2,738	10,878	4,165	10,725
Less imputed interest	(644)	(8,084)	(1,877)	(8,001)
Total lease liability	$ 2,094	$ 2,794	$ 2,288	$ 2,724

The Company acts as sublessor in certain leasing arrangements, primarily related to land and buildings. Fixed sublease payments received are recognized on a straight-line basis over the sublease term. Sublease income and head lease expense for these transactions are recognized on net basis on the consolidated financial statements. Sublease income is recorded in the other operating income section of the Consolidated Statements of Operations and Comprehensive Loss.

The components of lease income are as follows: follows for the six months ended June 30, 2024 and 2023, respectively:

	Three months ended March 31,	
	2024	2023
Lease income	$ 491	$

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Lease income	$ 516	$ 484	$ 1,007	$ 953

Future lease commitments to be received by the Company as of March 31, June 30, 2024, are as follows:

Twelve months ended March 31,		
Twelve months ended June 30,		
2025	$ 845	$ 891
2026	825	805
2027	670	672
2028	615	599
2029	613	617
Thereafter	631	474

(Tabular data in thousands, except par value and per share data)

Total future lease commitments	$ 4,199	$ 4,058

9. Aemetis Biogas LLC – Series A Preferred Financing

On December 20, 2018, Aemetis Biogas LLC ("ABGL") entered into a Series A Preferred Unit Purchase Agreement for the sale of Series A Preferred Units to Protair-X Americas, Inc., with Third Eye Capital acting as an agent. ABGL is authorized to issue 11,000,000 common units and 6,000,000 convertible, redeemable, secured, preferred membership units (the "Series A Preferred Units"). ABGL issued 6,000,000 common units to Aemetis, Inc. at a value of $5.00 per common unit, for a total of $30.0 million in funding. and 5,000,000 common units of ABGL are held in reserve as potential conversion units issuable to the Preferred Unit holder upon certain triggering events. From inception of the agreement through 2022, ABGL issued 6,000,000 Series A Preferred Units in exchange for $30.0 million in funding, reduced by a redemption of 20,000 Series A Preferred Units for $0.3 million. The original Preferred Unit Purchase Agreement included requirements for preference payments and mandatory redemption, in addition to several operating covenants.

On February 8, 2024, ABGL has entered into an agreement entitled Fifth Sixth Waiver and Amendment to Series A Preferred Unit Purchase Agreement ("PUPA Fifth Sixth Amendment") providing: (i) a waiver to ABGL for with an Effective Date of not April 30, 2024, redeeming all Series A Preferred Units by December 31, 2023 and (ii) that provides, among other provisions, the right for ABGL to redeem all of the outstanding Series A Preferred Units by April 30, August 31, 2024, for an aggregate redemption price of $111.0 million $113.0 million. The PUPA Fifth Sixth Amendment further provides that if ABGL does not redeem the Series A Preferred Units by the redemption date, ABGL will enter into a credit agreement with Protair-X and Third Eye Capital effective as of May September 1, 2024 and maturing April 30, August 31, 2025, in substantially the form attached to the PUPA Fifth Sixth Amendment. The credit agreement bears would bear an interest rate equal to the greater of (i) the prime rate plus 10.0% and (ii) 16.0%. In accordance with the provisions of *ASC 470-60 Troubled Debt Restructuring*, we applied troubled debt restructuring accounting to the prior PUPA Fifth Amendment, amendment that was similarly structured, resulting in no gain or loss from the application of this accounting to the entry of the PUPA Fifth Amendment. As of filing of this Form 10Q, amendment and the Company has not executed the credit agreement and has been in the process of obtaining the extension to redeem the Series A Preferred Units. In addition, consistent with ASC 470-60, the Company accretes accreted the amount of principal and interest due using the effective interest method from the starting liability value to the full amount that would be due as of April 30, 2025. Based on at the terms maturity date of the credit agreement, and it will use the same accounting methodology for the PUPA Fifth Amendment, the deferred PUPA redemption balance is classified as long term liability as of March 31, 2024.

Sixth Amendment. The Company recorded Series A Preferred Unit liabilities as long-term liabilities of $116.9 $120.5 million and $113.2 million as long term liabilities as of March 31, June 30, 2024, and December 31, 2023, respectively.

10. Stock-Based Compensation

2019 Stock Plan

On August 26, 2021, the stockholders of the Company approved the Aemetis, Inc. Amended and Restated 2019 Stock Plan (the "2019 Stock Plan"). This plan which allows our Board or delegated Board committee to grant Incentive Stock Options, Non-Statutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares, and other stock or cash awards to employees, Directors, and consultants. The Company did 2019 not Stock Plan has a term of 10 years from the original version adoption date of April 25, 2019, and supersedes all prior stockholder approved plans with respect to new grants. Options issued under prior plans and the prior version of issue any stock options or RSAs during the 2019 three stock plan remain outstanding and exercisable according to their terms. The months ending 2019 June 30, 2024. Stock Plan authorizes a total pool of 4,558,621 shares as of July 1, 2021, including all outstanding option grants under all plans and all shares then available for issuance under the 2019 Stock Plan as of that date. Shares within this pool that expire or terminate unused become available for a subsequent grant. In addition, the number of shares available for issuance automatically increases on January 1 of each year by an amount equal to 4% of the sum of total common stock outstanding on January 1 and 2,541,823 shares.

The following table summarizes activity under the 2019 Stock Plan and prior plan during the three six-month period ending March 31, June 30, 2024:

	Shares Available for Grant	Number of Shares Outstanding	Weighted-Average Exercise Price	Shares Available for Grant	Number of Shares Outstanding	Weighted-Average Exercise Price
Balance as of December 31, 2023	456	5,526	$ 4.42	456	5,526	$ 4.42
Authorized	1,740	-	-	1,740	-	-
Options Granted	(1,761)	1,761	3.10	(1,761)	1,761	3.10

(Tabular data in thousands, except par value and per share data)

RSAs Granted	(364)	-	-	(364)	-	-
Exercised	-	(14)	2.54	-	(15)	2.56
Forfeited/expired	61	(61)	6.97	71	(71)	7.39
Balance as of March 31, 2024	132	7,212	$ 4.08			
Balance as of June 30, 2024				142	7,201	$ 4.07

The number of outstanding option shares as of March 31, June 30, 2024, includes 4.3 4.6 million shares that are vested.

Inducement Equity Plan

In March 2016, the Board of Directors of the Company approved an Inducement Equity Plan authorizing the issuance of 100,000 non-statutory stock options to purchase common stock. This plan was not approved by stockholders, and as a result is available only for grants to prospective employees. As of March 31, June 30, 2024, there are no option grants outstanding under the Inducement Equity Plan.

Stock-based Compensation Expense

Stock-based compensation is accounted for in accordance with *ASC 718, Compensation - Stock Compensation*, which requires the measurement and recognition of compensation expense for all stock-based awards made to employees, directors, and consultants based on estimated fair value on the grant date. We estimate the fair value using the Black-Scholes option pricing model and recognize that fair value as an expense over the vesting period of each grant using the straight-line method. We only record compensation cost for vested options. The Black-Scholes valuation model for stock based compensation expense requires us to make assumptions and judgments about the variables used in the calculation, including the expected term (the period of time that the options granted are expected to be outstanding), the volatility of our common stock, a risk-free interest rate, expected dividends, and expected forfeitures. We use the simplified calculation of expected term described in SEC Staff Accounting Bulletin Topic 14, *Share-Based Payment*. Volatility is based on an average of the historical volatility of Aemetis, Inc. common stock during the period of time preceding the date of option issuance that matches the term of the option grant. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for the treasury maturity term corresponding with the expected life of the option. We use an expected dividend yield of zero, as we do not anticipate paying any dividends in the foreseeable future. Expected forfeitures are assumed to be zero due to the small number of plan participants. To the extent actual forfeitures occur, the difference is recorded as an adjustment in the scheduled expense during the period of the forfeiture.

The weighted average fair value calculations for the options granted during the three six months ended March 31, June 30,2024 and 2023 are based on the following assumptions:

	For the three months ended March 31,		For the six months ended June 30,	
Description	2024	2023	2024	2023
Dividend-yield	-	-	-	-
Risk-free interest rate	4.08 %	3.82 %	4.08 %	3.82 %
Expected volatility	115.42 %	125.32 %	115.42 %	125.32 %
Expected life (years)	5.81	7.00	5.81	7.00
Market value per share on grant date	$ 3.10	$ 3.75	$ 3.10	$ 3.75
Fair value per option on grant date	$ 2.65	$ 3.43	$ 2.65	$ 3.43

During the three six months ended March 31, June30,2024and 2023,, the Company granted 363,500 and 363,500 and 243,850 restricted stock awards, respectively, with a fair value on date of grant of $3.10 $3.10 and $3.75, respectively, per share.

As of March 31, June 30, 2024, the Company had $9.9 $7.9 million of total unrecognized compensation expense for option issuance, which the Company will amortize over the remaining vesting period for each applicable grant, which has a weighted average of 1.9 1.8 years as of March 31, June 30, 2024.

11. Warrants

During the three months ending March 31, June 30, 2024, the Company granted warrants to two subordinated lenders in connection with debt extensions. Theno warrants were exercisable for 113,000 shares of the Company's common stock at an exercise price of $0.01 per share with a two-year term. These warrants were exercised issued or exercised. The following table summarizes warrant activity during the three six months ending March 31, June 30, 2024:

	Warrants Outstanding & Exercisable	Weighted - Average Exercise Price	Average Remaining Term in Years
Outstanding December 31, 2023	530	$ 11.70	5.77
Granted	113	0.01	
Exercised	(113)	0.01	
Outstanding June 30, 2024	530	$ 11.70	5.29

All of the above outstanding warrants are fully vested and exercisable as of June 30, 2024.

The fair value calculations for issued warrants are based on the following weighted average factors:

	For the three months ended March 31,		For the six months ended June 30,	
Description	2024	2023	2024	2023
Dividend-yield	- %	- %	- %	- %
Risk-free interest rate	4.23 %	4.41 %	4.23 %	3.76 %
Expected volatility	101.36 %	125.32 %	101.36 %	121.50 %
Expected life (years)	2.00	2.00	2.00	5.43
Exercise price per share	$ 0.01	$ 0.01	$ 0.01	$ 1.53
Market value per share on grant date	$ 5.24	$ 3.96	$ 5.24	$ 3.14
Fair value per share on grant date	$ 5.23	$ 3.95	$ 5.23	$ 2.95

The following table summarizes warrant activity during the three months ending March 31, 2024:

	Warrants Outstanding & Exercisable	Weighted - Average Exercise Price	Average Remaini Term in Years
Outstanding December 31, 2023	530	$ 11.70	
Granted	113	0.01	
Exercised	(113)	0.01	
Outstanding March 31, 2024	530	$ 11.70	

All of the above outstanding warrants are vested and exercisable as of March 31, 2024.

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(Tabular data in thousands, except par value and per share data)

12. Agreements

J.D. Heiskell Working Capital Arrangement Agreements. Pursuant The Company procures whole yellow corn from J.D. Heiskell pursuant to a Corn Procurement and Working Capital Agreement with J.D. Heiskell, the Company procures whole yellow corn from J.D. Heiskell. Agreement. The Company has the ability to obtain grain from other sources subject to certain conditions; however, in the past all the Company's grain purchases have been from J.D. Heiskell. Title and risk of loss of the corn pass to the Company when the corn is deposited into the Keyes Plant weigh bin. Pursuant to a separate agreement entered in May 2023, J.D. Heiskell also purchases all of our ethanol and other products and sells them to customers designated by us. We have designated Murex to purchase ethanol and WDG and A.L Gilbert to purchase corn oil. WDG. The Company's relationships with J.D. Heiskell, Murex, and A.L. Gilbert are well established, and the Company believes that the relationships are beneficial to all parties involved in utilizing the distribution logistics, reaching out to widespread customer base, managing inventory, and providing working capital relationships.

The J.D. Heiskell sales and purchases activity associated with the J.D. Heiskell Purchase Agreement and J.D. Heiskell Procurement Agreement during the three and sixmonths ended March 31, June 30, 2024 and 2023 were , was as follows:

	As of and for the three months ended March 31,		As of and for the three months ended June 30,		As of and for the six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Ethanol sales	$ 25,385	$ -	$ 29,437	$ 8,647	$ 54,823	$ 8,647
Wet distiller's grains sales	9,213	-	9,302	2,553	18,516	2,553

Corn oil sales	1,292	37	1,161	89	2,452	125
CDS sales	21	-	5	11	26	11
Corn purchases	30,913	302	33,407	11,611	64,320	11,913

	March 31, 2024	December 31, 2023
Accounts receivable	1,540	1,073
Accounts payable	1,580	1,207

	June 30, 2024	December 31, 2023
Accounts receivable	1,322	1,073
Accounts payable	1,240	1,207

Ethanol and Wet Distillers Grains Marketing Arrangement. The Company entered into a Fuel Ethanol Purchase and Sale Agreement with Murex, which matures on October 31, 2023, with automatic one-year renewals thereafter. On May 30, 2023, the Company entered into Amendment No. 1 to the Fuel Ethanol Purchase and Sale Agreement with Murex that provides (i) the Company temporarily suspend suspends the agreement for the duration of the Company's Working Capital Agreement with J.D. Heiskell and (ii) extends the initial term shall be automatically renewed beginning on October 1, 2023, and ending on to March 31, 2025. While the Murex agreement is suspended, Murex remains as our marketing partner to market the ethanol we sold to J.D Heiskell. The Company also entered into has a Wet Distillers Grains Marketing Agreement with A.L. Gilbert which that matures on December 31, 2024, with automatic one-year renewals thereafter.

The agreements with J.D. Heiskell, Murex, and A.L. Gilbert include marketing and transportation services.For the three months ended March 31, June 30, 2024 and 2023, the Company expensed marketing costs costs of 0.2 $0.7 million and $0.4$0.2 million, respectively, and for the six months ended June 30, 2024 and 2023, the Company expensed marketing costs of $1.2 million and $0.2 million, respectively, under the terms of both the Ethanol Marketing Agreement and the Wet Distillers Grains Marketing Agreement. These marketing costs are presented as part of Selling, General, selling, general, and Administration administration expenses.
For the three months ended March 31, June 30, 2024, and 2023, the Company expensed transportation costs related to sales of ethanol $0.8 million and sales of WDG of $1.5 million. For the six months ended June 30, 2024, the Company expensed transportation costs related to sales of ethanol $1.5 million and sales of WDG of $2.9 million. For the three and six months ended June 30, 2023, the Company did not incur material shipping and handling costs related to sales of ethanol, $0.7 million and expensed transportation costs related to sales of WDG of $1.4 million.
For the three months ended March 31, 2023, the Company did not incur material marketing costs, shipping and handling cost related to sales of ethanol, or transportation costs related to the sales of WDG as the Keyes Plant was in extended maintenance cycle.

Supply Trade Agreement. On July 1, 2022, the Company entered into an operating agreement with Gemini Edibles and Fats India Private Limited ("Gemini"). Under this agreement, pursuant to which Gemini agreed to provide supplies the Company with a supply of feedstock up to a credit limit of $12.7 million with collateral of interest in inventories, current assets, and fixed assets. If the Company fails to pay the an invoice within the ten-day credit period, the outstanding amount will bear balance bears interest at 18%. The original term of the agreement is for one year and which was extended for two years with maturity of lasts until June 2025. 2025, Either and either party can terminate the agreement by giving notice one month month's notice in writing. As of March 31, June 30, 2024, and December 31, 2023, the Company had accounts payable of $4.3 million $0.6 million and $7.5 million outstanding balance, , respectively, under this agreement.

Forward Sale Commitments.As of March 31, June 30, 2024, we have no forward sale commitments.

Natural Gas Purchase Agreement. As of March 31, June 30, 2024, we entered into a have forward purchase agreement in place to buy approximately 80 394 thousand MMBtu of natural gas at a fixed price from April July through October 2024. 2024,

which aligns with our expected natural gas usage at the Keyes Plant. The Company has elected to apply the *normal purchases and normal sales scope exception under ASC 22 815,*

(Tabular data**hence the natural gas purchased under this agreement is accounted and presented as cost of goods sold in thousands, except par value and per share data)**

the Company's financial statements.

13. Segment Information

Aemetis recognizes three reportable segments segments: "California Ethanol," "California Dairy Renewable Natural Gas," and "India Biodiesel."

- The “California Ethanol” reportable segment includes the Company’s 65 million gallon per year ethanol plant in Keyes, California, and the adjacent land leased for the production of CO_2.

- The “California Dairy Renewable Natural Gas” reportable segment includes the production and sale of Renewable Natural Gas ("RNG") and associated environmental attributes, consisting ofnine anaerobic digesters located at diaries, at 36 mile biogas collection pipeline, biogas upgrading hub that produces RNG from the biogas, and a pipeline interconnect. interconnect, and ongoing construction of additional digesters.

- The “India Biodiesel” reportable segment includes the Company’s 60 million gallon per year nameplate capacity biodiesel manufacturing plant in Kakinada India, and administrative offices in Hyderabad, India.

The Company has additional operating segments that have been determined not to be separately reportable segments, so are reported in the "All Other" category, including our key projects under development which consists of for the development of a sustainable aviation fuel and renewable diesel production plant in Riverbank, California, and the development of Carbon Capture and Underground Sequestration wells in California. Additionally, our corporate offices, Goodland Plant in Kansas, and research and development facility in Minnesota are included in the “All Other” category.

Summarized financial information by reportable segment for the three months ended March 31, June 30, 2024 and 2023 follows:

	For the three months ended March 31, 2024					For the three months ended June 30, 2024				
	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All Other	Total	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All Other	Total
Revenues	$ 36,089	$ 3,792	$ 32,753	$ -	$ 72,634	$ 40,132	$ 1,598	$ 24,831	$ -	$ 66,561
Gross profit (loss)	(5,658)	2,210	2,836	-	(612)	(3,921)	(136)	2,251	-	(1,806)
Interest expense including amortization of debt fees	6,753	636	425	2,699	10,513	7,919	730	204	2,871	11,724
Accretion and other expenses of Series A preferred units	-	3,311	-	-	3,311	-	3,477	-	-	3,477
Income tax expense (benefit)	-	35	843	-	878					
Income tax expense						-	2	383	-	385
Loss on asset disposals						3,644	-	-	-	3,644
Capital expenditures	107	2,843	304	329	3,583	323	4,306	14	754	5,397
Depreciation	966	569	208	55	1,798	1,043	771	180	55	2,049

	For the three months ended March 31, 2023				
	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All Other	Total
Revenues	$ 475	$ 206	$ 1,470	$ -	$ 2,151
Gross loss	(12)	(773)	(510)	-	(1,295)
Interest expense including amortization of debt fees	5,518	704	69	2,756	9,047
Accretion and other expenses of Series A preferred units	-	5,564	-	-	5,564
Capital expenditures	334	6,499	36	747	7,616
Depreciation	1,109	457	155	69	1,790

	For the three months ended June 30, 2023				
	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All Other	Total

(Tabular data in thousands, except par value and per share data)

	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All other	Total
Revenues	11,332	$ 210	$ 33,570	$ -	$ 45,112
Gross loss	(2,322)	(1,064)	5,342	-	1,956
Interest expense including amortization of debt fees	6,252	517	225	2,635	9,629
Accretion and other expenses of Series A preferred units	-	6,885	-	-	6,885
Capital expenditures	726	1,304	115	47	2,192
Depreciation	960	523	157	31	1,671

Summarized financial information by reportable segment for the six months ended June 30, 2024 and 2023 follows:

	For the six months ended June 30, 2024				
	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All other	Total
Revenues	$ 76,221	$ 5,390	$ 57,584	$ -	$ 139,195
Gross profit (loss)	(9,579)	2,074	5,087	-	(2,418)
Interest expense including amortization of debt fees	14,896	1,366	629	5,346	22,237
Accretion and other expenses of Series A preferred units	-	6,788	-	-	6,788
Income tax expense	-	36	1,227	-	1,263
Loss on asset disposals	3,644	-	-	-	3,644
Capital expenditures	430	7,149	318	1,083	8,980
Depreciation	2,009	1,340	388	110	3,847

	For the six months ended June 30, 2023				
	California Ethanol	California Dairy Renewable Natural Gas	India Biodiesel	All other	Total
Revenues from external customers	$ 11,807	$ 416	$ 35,040	$ -	$ 47,263
Intersegment revenues	-	-	-	-	-
Gross profit (loss)	(2,334)	(1,837)	4,832	-	661
Interest expense including amortization of debt fees	11,770	1,221	294	5,391	18,676
Accretion and other expenses of Series A preferred units	-	12,449	-	-	12,449
Capital expenditures	1,060	7,803	151	794	9,808
Depreciation	2,069	980	312	100	3,461

California Ethanol: During 2023, t he Company amended the Corn Procurement and Working Capital Agreement and the J.D. Heiskell Purchasing Agreement to procure corn from J.D. Heiskell and sell all ethanol, WDG, and corn oil that the Company produces to J.D. Heiskell. Sales of ethanol, WDG, and corn oil to one customer (J.D. Heiskell) accounted for 99.7% 95.6% of the Company's California Ethanol segment revenues for the three months ended March 31, June 30, 2024 . Sales of ethanol, WDG, and corn oil to one customer accounted for 77% 99% of th e Company's California Ethanol segment revenues for the three months ended March 31, June 30, 2023. Sales of ethanol, WDG, and corn oil to one customer (J.D. Heiskell) accounted for 92.9% of the Company's California Ethanol segment revenues for the six months ended June 30, 2024. Sales of ethanol, WDG, and corn oil to one customer (J.D. Heiskell) accounted for 96% of th e Company's California Ethanol segment revenues for the six months ended June 30, 2023.

California Dairy Renewable Natural Gas: During the three and sixmonths ended March 31, June 30, 2024, we sold RNG to a single customer and sold D3 RINs and LCFS credits to two other customers. During the three months ended March 31, June 30, 2023, all sales of RNG were to a single customer.

India Biodiesel: Three biodiesel customers accounted for 40% 44%, 38% 34%, and 16% 17% of the Company's India segment revenues for the three months ended March 31, June 30, 2024. One Three biodiesel customer customers accounted for 80% 49%, 28%, and 21% of the Company's India segment revenues for the three months ended March 31, June

(Tabular data in thousands, except par value and per share data)

30, 2023. Three biodiesel customers accounted for 42%, 36%, and 17% of the Company's India segment revenues for the six months ended June 30, 2024. Three biodiesel customers accounted for 47%, 27%, and 20% of the Company's India segment revenues for the three months ended June 30, 2023.

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Total assets by reportable segments segment as of March 31, June 30, 2024, and December 31, 2023 are as follows:

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
California Ethanol	$ 68,403	$ 67,991	$ 58,966	$ 67,991
California Dairy Renewable Natural Gas	100,242	92,794	105,664	92,794
India Biodiesel	32,820	34,769	26,547	34,769
All Other	40,774	47,852	40,911	47,852
Total consolidated assets	$ 242,239	$ 243,406	$ 232,088	$ 243,406

14. Related Party Transactions

The Company owes Eric McAfee, the Company's Chairman and CEO, and McAfee Capital LLC ("McAfee Capital"), owned by Eric McAfee, $0.7 million $0.9 million in connection with employment agreements, bonus and awards, expense reimbursements, previously accrued as salaries expense and accrued liabilities. In the first quarter of 2023, the Audit Committee of the Company approved a one-time guarantee fee of $0.4 million to McAfee Capital fees in connection with McAfee Capital's guarantees of the Company's indebtedness with Third Eye Capital. As of March 31, 2024, the outstanding balance is $0.2 million.

The Company owes various members of the Board amounts totaling $0.3$0.3 million as of March 31, June 30, 2024, and December 31, 2023, in connection with board compensation fees, which are included in accounts payable on the balance sheet. For the three months ended March 31, June 30, 2024 and 2023, the Company expensed $0.1 million respectively, in connection with board compensation fees. For the six months ended June 30, 2024 and $0.1 million2023, the Company expensed $0.2 million respectively, in connection with board compensation fees.

15. Subsequent Events

Subordinated Debt

On July 1, 2024, the maturity dates on two accredited investor's Subordinated Notes were extended to December 31, 2024. The Company paid extension fees of $90 thousand and $250 thousand by adding the fee to the balances of the Subordinated Notes, and the Company also granted the noteholders warrants exercisable for the purchase of 113 thousand shares of Aemetis, Inc. common stock with a term of two years and an exercise price of $0.01 per share. The warrants were subsequently fully exercised.

Third Eye Capital Note Extension

On None. July 31, 2024, the Company and Third Eye Capital entered into Amendment 29 to Amended and Restated Note Purchase Agreement ("Amendment 29") that provides the Company with a right to extend the maturity dates of all notes covered by the Amended and Restated Note Purchase Agreement by one year from April 1, 2025, to April 1, 2026, by providing written notice to Third Eye Capital. This summary and description is qualified by the actual terms of Amendment 29 which is attached at Exhibit 10.1 and also described further under *Note 7. Debt* above.

Series A Preferred Unit Purchase Agreement

On July 31, 2024, ABGL entered into the Sixth Waiver and Amendment to Series A Preferred Unit Purchase Agreement ("PUPA Sixth Amendment"). The PUPA Sixth Amendment: (i) provides an extension of time for ABGL to redeem all of the outstanding Series A Preferred Units until August 31, 2024, and changes the redemption price to $113 million, including fees; (ii) requires ABGL to enter into a twelve-month credit agreement in the amount of $113 million with the lenders if the Series A Preferred Units are not redeemed by such date, and specifies that entry of the credit agreement will satisfy the obligation to redeem the units; and (iii) provides ABGL with a waiver of obligations of prior agreements to redeem the Series A Preferred Units by any prior dates. This summary and description is qualified by the actual terms of the PUPA Sixth Amendment which is attached at Exhibit 10.2 and also described further under *Note 9. Aemetis Biogas LLC – Series A Preferred Financing* above.

16. Liquidity

The accompanying financial statements have been prepared contemplating the realization of assets and satisfaction of liabilities in the normal course of business. As a result of negative capital, negative operating results, and collateralization of substantially all of the Company assets, the Company has been reliant on its senior secured lender to provide extensions to the maturity dates of its debt and loan facilities and was required in 2023 to remit excess cash from operations to the our senior secured lender. In order to meet our obligations during the next twelve months, we will need to refinance debt with our senior lender for amounts becoming due in the next twelve months or receive the continued cooperation of our senior lender. This dependence on our senior lender raises substantial doubt about the Company's ability to continue as a going concern. While we believe our India biodiesel and California RNG businesses will generate positive cash flow from operations in 2024 which reduces and reduce cash demands and allows payments against other obligations, we will also continue to sell equity through our at-the-market registration at consistent levels and pursue the following strategies to improve liquidity:

Operations and Project Development

For the Keyes Plant, we plan to operate the plant and continue to improve its financial performance by adopting new technologies or process changes that allow for energy efficiency, cost reduction, or revenue enhancements, as well as execute upon awarded grants that support investments in equipment to improve energy and operational efficiencies resulting in lower cost, lower carbon emissions, and overall margin improvement.

For Aemetis Biogas, we plan to operate our existing biogas digesters to produce and sell Renewable Natural Gas (RNG) and the associated Federal D3 RINs and California LCFS credits. We are continuing to build new dairy digesters and pipeline extensions. We began generating revenue from biogas operations in 2023 and we expect that this revenue will continue for the full year 2024, as well as increase as we build new digesters. We also expect revenue to increase when the California Air Resource Board processes our LCFS pathway applications and approves a provisional carbon intensity that is lower than the temporary carbon intensity we currently use to calculate the quantity of LCFS credits that we generate. We are seeking debt financing from a variety of sources to accelerate the construction of additional digesters.

For the India Kakinada Plant, we plan to continue to sell our biodiesel to OMCs pursuant to cost-plus contracts. We are also continuing to upgrade the plant to increase feedstock flexibility (and thereby lower feedstock costs), increase production capacity, and produce new products. Additionally, we are in the process of negotiating contractual arrangements for the export of refined animal tallow into international markets.

Financing

We plan to continue to locate funding for existing and new business opportunities through a combination of working with our senior lender, restructuring existing loan agreements, entering into additional debt agreements for specific projects, obtaining project specific equity and debt for development projects, and obtaining additional debt from the current EB-*5* Phase II offering.

(Tabular data in thousands, except par value and per share data)

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Our Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is provided in addition to the accompanying consolidated condensed financial statements and notes to assist readers in understanding our results of operations, financial condition, and cash flows. MD&A is organized as follows:

- *Overview. Discussion of our business and overall analysis of financial and other highlights affecting us, to provide context for the remainder of MD&A.*
- *Results of Operations. An analysis of our financial results comparing the three and six months ended March 31, 2024 June 30, 2024 and 2023.*
- *Liquidity and Capital Resources. An analysis of changes in our balance sheets and cash flows and discussion of our financial condition.*
- *Critical Accounting Policies and Estimates. Accounting policies and estimates that we believe are important to understanding the assumptions and judgments incorporated in our reported financial results and forecasts.*

The following discussion should be read in conjunction with our consolidated condensed financial statements and accompanying notes included elsewhere in this report. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Report, particularly under "Part II, Item 1A. Risk Factors," and in other reports we file with the SEC. All references to years relate to the calendar year ended December 31 of the particular year.

Overview

Founded in 2006 and headquartered in Cupertino, California, Aemetis, Inc. (collectively with its subsidiaries on a consolidated basis referred to herein as "Aemetis," the "Company," "we," "our" or "us") is an international renewable natural gas and renewable fuels company focused on the operation, acquisition, development, and commercialization of innovative technologies to produce low and negative carbon intensity renewable fuels that replace fossil-based products. We do this by building a local circular bioeconomy using agricultural products and waste to produce low carbon, advanced renewable fuels that reduce greenhouse gas ("GHG") emissions and improve air quality.

Our California Ethanol segment consists of a 65 million gallon per year capacity ethanol production facility located in Keyes, California (the “Keyes Plant”) that we own and operate. In addition to low carbon renewable fuel ethanol, the Keyes Plant produces Wet Distillers Grains (“WDG”), Distillers Corn Oil (“DCO”), and Condensed Distillers Solubles (“CDS”), all of which are sold as animal feed to more than 80 local dairies and feedlots. We also capture the Carbon Dioxide (“CO2” CO_2”) emissions from our fermenters and sell it to Messer Gas for use to produce liquid CO_2 CO_2 that it sells to food, beverage, and industrial customers. We are implementing several energy efficiency initiatives focused on lowering the carbon intensity of our fuels, primarily by decreasing the use of fossil natural gas. These energy efficiency projects include high efficiency heat exchangers; a two-megawatt solar microgrid with battery storage; storage that became operational in the second quarter; an Allen Bradley Decision Control System (DCS) to manage and optimize energy use and other plant operations; and a Mechanical Vapor Recompression (MVR) system that is expected to produce steam using replace about 80% of our natural gas consumption with low carbon electricity instead of natural gas. We believe these electricity. These changes will are expected to lower the carbon intensity (CI) of the ethanol we produce and allow us to sell it for a correspondingly higher price.

Our California Dairy Renewable Natural Gas segment, Aemetis Biogas or “ABGL,” operates anaerobic digesters at local dairies near the Keyes Plant (many of whom also purchase WDG produced by the Keyes Plant as animal feed) to produce biogas from dairy waste; transports the biogas by pipeline to the Keyes Plant site; and converts the biogas to Renewable Natural Gas (“RNG”) that is delivered to customers through the PG&E regional natural gas pipeline. As of March 31, 2024 June 30, 2024, we had eight nine operating digesters that receive dairy waste from nine ten dairies, and we are actively growing with an additional planned six five digesters currently under construction that are expected to receive dairy waste from nine eight dairies. We expect to initiate construction on several additional digesters in the third quarter when we close on currently planned debt financing. We have constructed 36 miles of collection pipeline and have received environmental approval to construct an additional 24 miles. We currently have agreements with a total of 43 44 dairies and are seeking to increase that number.

Our India Biodiesel segment includes a biodiesel production plant in Kakinada, India (“Kakinada Plant”) with a nameplate production capacity of about 60 million gallons per year. It produces high quality distilled biodiesel and refined glycerin for customers in India. We believe the Kakinada Plant is one of the largest biodiesel production facilities in India on a nameplate capacity basis. The Kakinada Plant is capable of processing a variety of vegetable oils and animal fat waste feedstocks into biodiesel that meets applicable product standards. Our Kakinada Plant can also distill the crude glycerin byproduct from the biodiesel refining process into refined glycerin, which is sold to the pharmaceutical, personal care, paint, adhesive, and other industries.

Our All Other segment consists of our projects that are under development, including the planned sustainable aviation fuel and renewable diesel plant in Riverbank, California and our planned Carbon Capture and Underground Sequestration (CCUS) operations. It also includes our research and development facility in Minneapolis, Minnesota and our corporate offices in Cupertino, California.
Our planned sustainable aviation fuel (SAF) and renewable diesel (RD) production plant is currently designed to produce 90 million gallons per year of combined SAF and RD from feedstocks consisting of renewable waste oils and fats. Our planned facility will be located at the Riverbank Industrial Complex in Riverbank, California. We signed a lease with purchase option to option purchase for the Riverbank Industrial Complex in 2021 and took possession of the site in 2022. In 2023, we received a Use Permit and CEQA approval for the SAF/RD plant, and in March 2024, we received Authority to Construct air permits for the plant. We are continuing with development activities, including permitting, engineering, and financing. The site has access to low carbon hydroelectric power, and our plant is designed to use renewable hydrogen that will be produced from byproducts of the SAF/RD production process.

Our planned CCUS projects will compress and inject CO_2 into deep wells that are monitored to ensure the long-term sequestration of carbon underground. California’s Central Valley has been identified as one of the world’s most favorable regions for large-scale CO_2 injection projects due to the subsurface geologic formation that absorbs and retains CO_2 gas. The two initial Aemetis CCUS injection projects are being designed to capture and sequester more than two million metric tons per year of CO_2 at the Aemetis biofuels plant sites in Keyes and Riverbank, California. In July 2022, Aemetis purchased 24 acres at the Riverbank Industrial Complex in Riverbank, California to develop a CCUS injection well with more than 1 million metric ton per year of CO_2 sequestration capacity. In 2023, we obtained a permit to construct a geologic characterization well at the Riverbank site to obtain information to support an EPA Class VI CO_2 injection well permit application. Once operational, we expect that these projects will generate revenue by selling California LCFS credits and federal Internal Revenue Code Section 45Q tax credits.

(Tabular data in thousands, except par value and per share data)

Our Minneapolis, Minnesota research and development laboratory evaluates and develops technologies that would use low carbon intensity biomass and waste feedstocks to produce low or below zero carbon intensity biofuels and biochemicals. We are focused on processes that extract sugar from cellulosic feedstocks and then use the remaining biomass to produce low carbon ethanol, renewable hydrogen, sustainable aviation fuel, and renewable diesel.

Results of Operations

Three Months Ended March 31, 2024 June 30, 2024, Compared to Three Months Ended March 31, 2023 June 30, 2023

Revenues

Our revenues are derived primarily from sales of ethanol and WDG for our California Ethanol segment, Renewable Natural Gas renewable natural gas ("RNG") for our California Dairy Renewable Natural Gas segment, and biodiesel for our India Biodiesel segment.

	2024	2023	Inc/(dec)	% change
California Ethanol	$ 36,089	$ 475	$ 35,614	7497.7 %
California Dairy Renewable Natural Gas	3,792	206	3,586	1740.8 %
India Biodiesel	32,753	1,470	31,283	2128.1 %
Total	$ 72,634	$ 2,151	$ 70,483	3276.8 %

(Tabular data in thousands, except par value and per share data)

	2024	2023	Inc/(dec)	% change
California Ethanol	$ 40,132	$ 11,332	$ 28,800	254.1 %
California Dairy Renewable Natural Gas	1,598	210	1,388	661.0 %
India Biodiesel	24,831	33,570	(8,739)	(26.0)%
Total	$ 66,561	$ 45,112	$ 21,449	47.5 %

California Ethanol. For the three months ended March 31, 2024 June 30, 2024, the Company sold 14.1 14.8 million gallons of ethanol at an average price of $1.79 $1.99 per gallon and 94 105 thousand tons of WDG at a price of $98 $89 per ton. For the three months ended March 31, 2023 June 30, 2023, the Company sold 147 thousand 2.8 million gallons of ethanol at an average price of $2.50 $3.12 per gallon. gallon and 24.3 thousand tons of WDG at a price of $105 per ton. The increase in revenue was attributable to operating the Keyes plant Plant for three full months during the first second quarter of 2024 compared to first the second quarter of 2023 when the Keys plant was not operating during Plant restarted after an extended maintenance period.

California Dairy Renewable Natural Gas. During the three months ended March 31, June 30, 2024, we produced 60.3 89.4 thousand MMBtu of RNG and sold 60.8 88.0 thousand MMBtu of renewable natural gas at an average price of $4.02 $2.19 per MMBtu. In the first second quarter of 2024, we also sold 766 341 thousand D3 RINs at an average price of $3.08 $3.17 per RIN and 18 thousand metric tons of California 5,000 LCFS credits at an average price of $66 $64.75 per metric ton. ton. As of March 31, 2024 June 30, 2024, we had 46.8 80.7 thousand MMBtu of RNG available for dispensing. During the three months ended March 31, 2023 June 30, 2023, we produced and sold 21.3 54.1 thousand MMBtu of RNG at an average price of $9.67 $3.89 per MMBtu and did not sell any D3 RINs or LCFS credits.

India Biodiesel. For the three months ended March 31, June 30, 2024, we generated 95% 96% of our revenues from the sale of biodiesel, and 5% 4% of our revenue from other sales compared to 81% 98% of our revenue from biodiesel, and 19% 2% of our revenue from other sales for the three months ended March 31, June 30, 2023. The increase decrease in revenues was primarily attributable due to obtaining limiting our customers to the tender offers from India's India Oil Market Marketing Companies making the production and availability of biodiesel commercially viable for the Company. suitably priced feedstocks. Biodiesel sales volume increased decreased to 27.5 20.4 thousand metric tons in the three months ended March 31, June 30, 2024 compared to 1.0 25.7 thousand metric tons in the three months ended March 31, June 30, 2023 while, and the sales price per metric ton decreased by 10% 9%.

Cost of Goods Sold

	2024	2023	Inc/(dec)	% change	2024	2023	Inc/(dec)	% change
California Ethanol	$ 41,747	$ 487	$ 41,260	8472.3 %	$ 44,053	$ 13,654	$ 30,399	222.6 %
California Dairy Renewable Natural Gas	1,582	979	603	61.6 %	1,734	1,274	460	36.1 %
India Biodiesel	29,917	1,980	27,937	1411.0 %	22,580	28,228	(5,648)	(20.0)%
Total	$ 73,246	$ 3,446	$ 69,800	2025.5 %	$ 68,367	$ 43,156	$ 25,211	58.4 %

California Ethanol. For the three months ended March 31, June 30, 2024, we purchased 4.9 5.2 million bushels of corn at $6.33 $6.36 per bushel and incurred $1.5 million in chemicals and denaturant costs, $2.7 2.2 million in natural gas costs, and $2.1 $2.3 million in transportation costs. For the three months ended March 31, June 30, 2023, we did not incur our costs for corn or and other chemical costs inputs were lower due to the extended maintenance shutdown at the Keyes Plant.

California Dairy Renewable Natural Gas. The Cost of Goods Sold goods sold includes dairy manure payments, equipment maintenance, and depreciation. The increase from the first second quarter of 2023 to the first second quarter of 2024 was primarily due to the increase in the number of operating digesters.

India Biodiesel. The increase in costs of goods sold was attributable to the increase in production of biodiesel. In the three months ended March 31, 2024 June 30, 2024, we consumed 27.3 20.7 thousand metric tons of feedstock, compared to 1.0 25.7 thousand metric tons of feedstock in the same period in 2023. The decrease was attributable to the decrease in biodiesel production quantity. During the three months ended March 31, June 30, 2024 the average price of biodiesel feedstock was $626 $924 per metric ton compared to $876 $838 per metric ton in the same period as in 2023.

Gross profit (loss)

	2024	2023	Inc/(dec)	% change	2024	2023	Inc/(dec)	% change
California Ethanol	$ (5,658)	$ (12)	$ (5,646)	47050.0 %	$ (3,921)	$ (2,322)	$ (1,599)	68.9 %
California Dairy Renewable Natural Gas	2,210	(773)	2,983	(385.9)%	(136)	(1,064)	928	(87.2)%
India Biodiesel	2,836	(510)	3,346	(656.1)%	2,251	5,342	(3,091)	(57.9)%
Total	$ (612)	$ (1,295)	$ 683	(52.7)%	$ (1,806)	$ 1,956	$ (3,762)	(192.3)%

California Ethanol. The increase in gross loss during the period ended March 31, 2024 June 30, 2024, was attributable to low ethanol prices and high corn prices. The Keyes Plant was in shut down for maintenance mode during most of the period ended March 31, 2023, second quarter 2023, so many expenses that would have normally been accounted for in gross profit/(loss) in that period were recharacterized to SG&A.

California Dairy Renewable Natural Gas. The increase decrease in gross profit loss in the three months ended March 31, June 30, 2024 relates, compared to an the same period in 2023 is due to the substantial increase in sales of RNG, D3 RINs, and LCFS credits compared to sales of RNG only without a corresponding increase in the same period ended March 31, 2023. costs.

India Biodiesel. The increase decrease in gross profit was attributable to an increase decrease in the sales volume of biodiesel by 2,789% 21% and refined glycerin by 513%, and by a 28% 9% decrease of feedstock in biodiesel price.

(Tabular data in thousands, except par value and per share data)

Operating (income)/expense and non-operating (income)/expense

Selling, general, and administrative ("SG&A") expenses consist primarily of salaries and related expenses for employees, marketing expenses related to sales of ethanol and WDG in California and biodiesel and other products in India, as well as professional fees, insurance, other corporate expenses, and related facilities expenses. Total SG&A also includes receipts of lease payments as an offset to expenses. Research and development expenses are also included in the SG&A expenses. Other expense (income) consists primarily of interest and amortization expense attributable to our debt facilities and accretion of Series A preferred units.

	2024	2023	Inc/(dec)	% change
Selling, general and administrative	11,800	9,746	2,054	21.1 %
Other expense (income):				
Interest expense				
Interest rate expense	$ 9,904	$ 8,299	$ 1,605	19.3 %
Debt related fees and amortization expense	1,820	1,330	490	36.8 %
Accretion and other expenses of Series A preferred units	3,477	6,885	(3,408)	(49.5)%
Other income	(18)	(91)	73	(80.2)%

The research increase in SG&A expenses for the three months ended June 30, 2024 was due to (i) a $3.6 million loss on an asset write-off, (ii) increases in salaries and supplies of $0.5 million, and (iii) decreases in utilities, penalties, and insurance of $0.5 million, and (iv) decreases in expenses of $1.1 million that had been reclassified from cost of goods sold due to the maintenance at the Keyes Plant during the first two months of the second quarter of 2023.

Interest expense increased in the three months ended June 30, 2024 due to the new Construction and Term Loan debt for biogas digesters, increases in principal under the Revolving Loans and Revolving Credit Facilities, and the impact of rising interest rates on our variable interest rate debt compared to the same period in the prior year. The lower accretion and other expenses of the Series A Preferred Units was due to a decrease in the effective interest rate on the PUPA redemption obligation in the recent PUPA amendments.

Six Months Ended June 30, 2024, Compared to Six Months Ended June 30, 2023

Revenues

Our revenues are derived primarily from sales of ethanol and WDG for our California Ethanol segment, RNG for our California Dairy Renewable Natural Gas segment, and biodiesel for our India Biodiesel segment.

	2024	2023	Inc/(dec)	% change
California Ethanol	$ 76,221	$ 11,807	$ 64,414	545.6 %

California Dairy Renewable Natural Gas	5,390	416	4,974	1195.7 %
India Biodiesel	57,584	35,040	22,544	64.3 %
Total	$ 139,195	$ 47,263	$ 91,932	194.5 %

California Ethanol. For the six months ended June 30, 2024, the Company sold 28.9 million gallons of ethanol at an average price of $1.89 per gallon and 199 thousand tons of WDG at a price of $93 per ton. For the six months ended June 30, 2023, the Company sold 2.9 million gallons of ethanol at an average price of $3.08 per gallon. The increase in revenue was attributable to operating the Keyes Plant for six full months during 2024 compared to 2023 when the Keyes Plant was not operating for 5 months during an extended maintenance period.

California Dairy Renewable Natural Gas. During the six months ended June 30, 2024, we produced 149.7 thousand MMBtu of RNG and sold 148.8 thousand MMBtu at an average price of $2.94 per MMBtu. During this period, we also sold 1.1 million D3 RINs at an average price of $3.11 per RIN and 23 thousand metric tons of California LCFS credits at an average price of $65.73 per metric ton. As of June 30, 2024, we had 80.7 thousand MMBtu of RNG available for dispensing. During the six months ended June 30, 2023, we produced and sold 75.4 thousand MMBtu at an average price of $5.52 per MMBtu and did not sell any D3 RINs or LCFS credits.

India Biodiesel. For the six months ended June 30, 2024, we generated 95% of our revenues from the sale of biodiesel, and 5% of our revenue from other sales compared to 96% of our revenue from biodiesel, and 4% of our revenue from other sales for the six months ended June 30, 2023. The increase in revenues was primarily attributable to fulfilling the larger allocation from India's Oil Marketing Companies through the first six months of the 2024 compared to the first six months of 2023. Biodiesel sales volume increased to 47.5 thousand metric tons in the six months ended June 30, 2024 compared to 28.1 thousand metric tons in the six months ended June 30, 2023 while price per metric ton decreased by 10%.

Cost of Goods Sold

	2024	2023	Inc/(dec)	% change
California Ethanol	$ 85,800	$ 14,141	$ 71,659	506.7 %
California Dairy Renewable Natural Gas	3,316	2,253	1,063	47.2 %
India Biodiesel	52,497	30,208	22,289	100.0 %
Total	$ 141,613	$ 46,602	$ 95,011	203.9 %

California Ethanol. For the six months ended June 30, 2024, we purchased 10.1 million bushels of corn at $6.35 per bushel and incurred $3.0 million in chemicals and denaturant costs, $4.9 million in natural gas costs, and $4.4 million in transportation costs. For the six months ended June 30, 2023, we did not incur corn or other chemical costs for the first five months due to the extended maintenance at the Keyes Plant, which was offset by costs incurred for starting up the Keyes Plant and one month of operations.

California Dairy Renewable Natural Gas. The cost of goods sold includes dairy manure payments, equipment maintenance, and depreciation. The increase from the first half of 2023 to the first half of 2024 was primarily due to the increase in the number of operating digesters.

(Tabular data in thousands, except par value and per share data)

India Biodiesel. The increase in costs of goods sold was attributable to the increase in production of biodiesel. In the six months ended June 30, 2024 we consumed 48.0 thousand metric tons of feedstock, compared to 28.1 thousand metric tons of feedstock in the same period in 2023. During the six months ended June 30, 2024 the average price of feedstock was $755 per metric ton compared to $839 per metric ton in the same period as in 2023.

Gross profit (loss)

	2024	2023	Inc/(dec)	% change
California Ethanol	$ (9,579)	$ (2,334)	$ (7,245)	310.4 %
California Dairy Renewable Natural Gas	2,074	(1,837)	3,911	(212.9)%
India Biodiesel	5,087	4,832	255	5.3 %
Total	$ (2,418)	$ 661	$ (3,079)	(465.8)%

California Ethanol. The increase in gross loss during the period ended June 30, 2024, was attributable to a decrease in ethanol prices by 29%. The Keyes Plant was shut down for maintenance during the first five months of 2023, so many expenses that would have normally been accounted for in gross profit/(loss) in that period were recharacterized to SG&A.

California Dairy Renewable Natural Gas. The increase in gross profit in the six months ended June 30, 2024, is due to increased RNG production and sales quantities and to beginning sales of D3 RINs and LCFS credits after June 30, 2023, compared to sales of only RNG in the six-month period ended June 30, 2023.

India Biodiesel. The increase in gross profit was attributable to an increase in the sales volume of biodiesel by 78% and refined glycerin by 156%, and to a 10% decrease of feedstock price.

Operating (income)/expense and non-operating (income)/expense

Selling, general, and administrative ("SG&A") expenses consist primarily of salaries and related expenses for employees, marketing expenses related to sales of ethanol and WDG in California and biodiesel and other products in India, as well as professional fees, insurance, other corporate expenses, and related facilities expenses. Total SG&A also includes receipts of lease payments as an offset to expenses. Research and development expenses are also included in the SG&A expenses.

Other expense (income) consists primarily of interest and amortization expense attributable to our debt facilities and accretion of Series A preferred units. The debt facilities sometimes include stock or warrants issued as fees. The fair value of stock and warrants are amortized as expenses, except when the extinguishment accounting method is applied, in which case refinanced debt costs are recorded as extinguishment expense.

	2024	2023	Inc/(dec)	% change	2024	2023	Inc/(dec)	% change
Research and development expenses							$-	0.0 %
Selling, general and administrative expenses	8,850	10,828	(1,978)	(18.3)%	20,650	20,574	76	0.4 %
Other expense (income):								
Interest expense								
Interest rate expense	$ 9,092	$ 7,078	$ 2,014	28.5 %	$ 18,996	$ 15,377	3,619	23.5 %
Debt related fees and amortization expense	1,421	1,969	(548)	(27.8)%	3,241	3,299	(58)	(1.8)%
Accretion and other expenses of Series A preferred units	3,311	5,564	(2,253)	(40.5)%	6,788	12,449	(5,661)	(45.5)%
Other (income) expense	67	(76)	143	(188.5)%				
Other expense (income)					49	(167)	216	(129.3)%

The decrease increase in SG&A expenses for the threesix months ended March 31, June 30, 2024 was due to (i) a $3.6 million loss on an asset write-off, (ii) decreases in expenses of $1.1 million that had been reclassified from Cost cost of Goods Sold goods sold due to extended maintenance at the Keyes Plant during the first quarter half of 2023, (ii) (iii) decreases in professional fees of $0.2 million, and (iii) (iv) decreases in utilities, penalties, and insurance of $0.6 million.

Interest expense increased in the threesix months ended March 31, June 30, 2024 due to the new Construction and Term Loan debt, increases in principal under the Revolving Loans and Revolving Credit Facilities, and the impact of rising interest rates on our variable interest rate debt compared to the same period in the prior year. The lower accretion and other expenses of the Series A Preferred Units was due to a decrease in the effective interest rate on the PUPA redemption obligation in the recent PUPA amendments.

Liquidity and Capital Resources

Cash and Cash Equivalents

Cash and cash equivalents were$1.6 million 234 thousand at March 31, June 30, 2024, of which $1.1 million was held in North America and the rest was held at our India subsidiary. . Our current ratio at March 31, June 30, 2024 was 0.28 0.20 compared to 0.43 at December 31, 2023. We expect that our future available liquidity resources will consist primarily of cash generated from operations, remaining cash balances, borrowings under debt arrangements, and sales of equity.

Liquidity

Cash and cash equivalents, current assets, current liabilities, and debt at the end of each period were as follows:

	As of	
	March 31, 2024	December 31, 2023
Cash and cash equivalents	$ 1,629	$ 2,667
Current assets (including cash, cash equivalents, and deposits)	32,952	36,400
Current and long-term liabilities (excluding all debt)	167,156	165,662
Current & long-term debt	307,224	294,721

(Tabular data in thousands, except par value and per share data)

	As of	
	June 30, 2024	December 31, 2023
Cash and cash equivalents	$ 234	$ 2,667
Current assets (including cash, cash equivalents, and deposits)	23,855	36,400
Current and long-term liabilities (excluding all debt)	172,024	165,662
Current & long-term debt	309,016	294,721

Our principal sources of liquidity have been cash provided by the sale of equity, operations, and borrowings under various debt arrangements. Our principal uses of cash have been to refinance indebtedness, fund operations, fund capital expenditures, and for capital expenditures. pay indebtedness. We anticipate these uses will continue to be our principal uses of cash in the future.

(Tabular data in thousands, except par value and per share data)

We operate in a volatile market in which we have limited control over the major components of input costs and product revenues and are making investments in future facilities and facility upgrades that improve the overall margin margins while lessening the impact of these volatile markets. As such, we expect cash provided by operating activities to fluctuate in future periods primarily because of changes in the prices for corn, ethanol, WDG, DCO, CDS, biodiesel, waste fats and oils, glycerin, non-refined palm oil, natural gas, LCFS credits, and D3 RINs. RINs as well as the timing of the sales of environmental attributes held in inventory. To the extent that we experience periods in which the spread between ethanol prices and corn and energy costs narrow narrows or the spread between biodiesel prices and waste fats and oils or palm oil and energy costs narrow, we require additional working capital to fund operations.

As a result of negative capital and negative operating results, and collateralization of substantially all of the Company assets, we have been reliant on our senior secured lender to extend the maturity dates of our debt and loan facilities. In order to meet obligations during the next twelve months, we will need to either refinance our debt or receive the continued cooperation of its senior lender. We plan to pursue the following strategies to improve the course of the business.

For the Keyes Plant, we plan to operate the plant and continue to improve its financial performance by adopting new technologies or process changes that increase energy efficiency, reduce costs, and enhance revenue, as well as execute upon awarded grants that improve energy and operational efficiencies resulting in lower cost, lower carbon intensity, and overall margin improvement.

For our dairy RNG production, we plan to continue to operate our existing digesters as well as continue to build new dairy digesters and extend the existing pipeline. Funding for continued construction has been based on government guaranteed debt financing and grant programs. We are seeking multiple sources of additional project funding to allow us to accelerate the addition of new digesters. We began generating revenue from D3 RIN sales in 2023 and first generated revenue from the sale of LCFS credits in January 2024. We expect to have a full year of revenue from both sources in 2024, which will provide significantly increased liquidity.

For the Kakinada Plant, we plan to continue to enter into cost-plus contracts with the OMCs as our primary customer. customers. We also plan to continue to upgrade our plant to increase capacity and expand feedstock flexibility. We are also evaluating the production of additional products and developing channels for the export of allow. The Kakinada plant has had positive gross income during the last two years and we expect this to continue. We also will continue to rely on our working capital lines with Gemini and Secunderabad Oils in India to fund our commercial arrangements for the acquisitions of feedstock.

For the Riverbank SAF/RD production plan, we are continuing with permitting, engineering and other development activities and seeking both debt and equity funds needed for development and construction.

In addition to the above, we plan to continue to locate funding for existing and new business opportunities through a combination of working with our senior lender, restructuring existing loan agreements, selling bonds in the taxable seeking project specific debt and tax-exempt markets, equity, selling equity through the ATM and otherwise, selling the current EB-5 Phase II offering, and by vendor financing arrangements.

At March 31, 2024 June 30, 2024, the outstanding balance of principal, interest and fees, net of discounts, on all Third Eye Capital Notes equaled $186 was $195.3 million. The maturity dates for the Third Eye Capital financing arrangements are April 1, 2025, for $127.4 million, March 1, 2025, for $35.1 million and $37.4 million; March 1, 2026, for $23.7 million. As of $24.4 million; and, April 1, 2026, for $133.5 million based on the date of this report, Company's option to extend the Company has $85.0 million additional borrowing capacity to fund future cash flow requirements under the Reserve Liquidity Notes with a maturity date April 1, 2025. maturity.

(Tabular data in thousands, except par value and per share data)

Change in Working Capital and Cash Flows

The following table (in thousands) describes the changes in current and long-term debt during the three six months ended March 31, 2024 June 30, 2024:

Increases to debt:				
Accrued interest	$ 9,742		$ 19,667	
Maturity date extension fee and other fees added to senior debt	1,162		1,299	
Sub debt extension fees	340		340	
Fuels Revolving Line draw	3,030		3,848	
Construction Loan draw	2,663		4,058	
Working capital loan draw	529		529	
Total increases to debt		$ 17,466		$ 29,741
Decreases to debt:				
Principal, fees, and interest payments to senior lender	$ (2,021)		$ (2,736)	
Principal and interest payments to EB-5 investors	(26)		(54)	
Change in debt issuance costs, net of amortization	(1,580)		(508)	

Term loan payments		(2)		(5)
Construction Loan Payments		(773)		(1,983)
Working capital loan payments		(577)		
Secured loans working capital loan payments				(4,342)
Extinguishment of loan related to equipment disposal				(5,818)
Total decreases to debt	$	(4,979)	$	(15,446)
Change in total debt	$	12,487	$	14,295

Working capital changes resulted from (i) a $2.3 $8.4 million decrease in inventories due to the Keyes Kakinada Plant restarting operations and buildup use of inventory for production for winter months sales and offset by $0.4 million increase in India the Keyes Plant (ii) a $0.2 million increase in accounts receivable due to UBPL increase last day of quarter on the weekend offset by $65 thousand decrease in sales, India accounts receivable, and (iii) a slight increase decrease in other current assets of $0.6 $0.7 million due to India paying several payments for vendors and taxes in advance. advance in prior quarter and applied in this quarter and $0.2 million was moved to long term assets in North America entities. This was partially offset by (i) a $0.9 million decrease in prepaid expenses mainly due to the use of reserves to make interest payments on the biogas construction and term loans and other general amortizations, and (iii) (ii) a $1.0 $2.4 million decrease in cash.

(Tabular data in thousands, except par value and per share data)

Net cash used in operating activities during the three six months ended March 31, 2024 June 30, 2024, was $10.3 million, $15.5 million, which was calculated based on non-cash charges of $9.5 $22.5 million, net cash used provided by operating assets and liabilities of $4.4 $15.5 million, and net loss of $24.2 $53.4 million. The non-cash charges consisted of: (i) $1.4 $3.3 million in amortization of debt issuance costs and other intangible assets, (ii) $1.8 $3.8 million in depreciation expenses, (iii) $3.0 $4.9 million in stock-based compensation expense, (iv) $3.3 $6.8 million in accretion expense of Series A preferred units. units and (v) $3.6 million in loss on asset write-off. Net changes in operating assets and liabilities consisted primarily of (i) an increase in accrued interest of $5.5 $12.6 million, (ii) a decrease in accounts payable of $3.2 $6.0 million, (iii) a decrease an increase in other liabilities of $0.2 $1.2 million, (iv) a decrease in inventories of $2.3 $8.0 million and (v) a decrease in prepaid expenses of $0.9 million. This was partially offset by $1.1 million, (vi) an increase in other assets of $0.5 $1.3 million, and (vii) an increase in accounts receivable of $0.2 $0.1 million.

Cash used in investing activities was $3.6 included $9.0 million used in for capital projects, partially offset by grant proceeds and other reimbursements of $1.9 $3.0 million.

Cash provided by financing activities was $10.6 $18.7 million, consisting of $5.5 $15.9 million from issuance sales of common stock and $6.2 $8.4 million from proceeds from borrowings, partially offset by repayments of borrowings of $0.4 $4.0 million, and payment of debt renewal and waiver fees of $0.8 million $1.4 million and payment on finance leases of $0.2 million.

Critical Accounting Policies and Estimates

Our discussion and analysis of financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of net sales and expenses for each period. We believe that of our most significant accounting policies and estimates, defined as those policies and estimates that we believe are the most important to the portrayal of our financial condition and results of operations and that require management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain are: revenue recognition; recoverability of long-lived assets, Series A Preferred unit liability, and debt modification and extinguishment accounting. These significant accounting principles are more fully described in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies" in our Annual Report on Form 10-K for the year ended December 31, 2023.

(Tabular data in thousands, except par value and per share data)

Recently Issued Accounting Pronouncements

None reported beyond those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

Off Balance Sheet Arrangements

We had no off-balance sheet arrangements during the three months ended March 31, 2024. None.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

We are exposed to various market risks, including changes in interest rates, commodity prices and currency translation. Market risk is the potential loss arising from adverse changes in market rates and prices. In the ordinary course of business, we enter into various types of transactions involving financial instruments to manage and reduce the impact of changes in commodity prices and interest rates. We enter into no market risk sensitive instruments for trading purposes. Even though our commodity outputs and input are sensitive to changes in market prices, we only opportunistically pursue fixed contract arrangements on a limited basis with regard to the various commodities used in our business.

At times in our business, we reduce our exposure to fluctuations in product sales and margin, principally by entering into fixed price contracts for the purchase of feedstock and energy. At the time we enter into a purchase commitment for feedstock or energy, our goal is to also enter into an off-take arrangement with our customer to purchase the product, primarily biodiesel produced by our India plant, at a set price. For the three months ended March 31, 2024 we did not have any open firm-price sales commitments that extended beyond one month for product sales or any open firm price purchase commitments with our feedstock suppliers. We had one open firm price purchase commitment with our energy supplier where we entered into a fixed price, forward purchase contract for delivery of natural gas through October 2024 to protect against price fluctuations in the natural gas market.

Commodity Price Risk

The tables below provide a sensitivity analysis to help assess our exposure to market fluctuations in the prices of the listed commodities that we purchase or sell. The tables show the potential change in net income resulting from a hypothetical 10% change in prices of the listed commodity for the three months ended March 31, 2024. This analysis is not a forecast but is a means to determine what commodity markets may have an impact on our business. The description of the commodity risk for each operating segment along with the numerical results of this analysis, which may differ from actual results, are as follows (in millions):

California Ethanol Production

Our Keyes Ethanol plant produces ethanol, distiller's grains, and corn oil from corn and energy, principally natural gas. Ethanol prices are sensitive to world crude-oil supply and demand; crude oil refining capacity and utilization; government regulation; and consumer demand for alternative fuels. Distiller's grains prices are sensitive to various demand factors such as population of livestock, prices for feed alternatives, and supply factors, primarily wet distillers grains production by California ethanol plants and dry distiller's grains production from Midwest ethanol plants.

The price of corn is subject to fluctuations due to unpredictable factors such as weather; corn planted and harvested acreage; changes in national and global supply and demand; and government programs and policies. We use natural gas to provide energy for the ethanol production process and, as a result, our business is also sensitive to changes in the price of natural gas. The price of natural gas is influenced by such weather factors as extreme heat or cold in the summer and winter, or other natural events like hurricanes in the spring, summer and fall. Other natural gas price factors include North American exploration and production, and the amount of natural gas in underground storage during both the injection and withdrawal seasons.

Commodity	**Estimated Three Month Quantity (thousands)** (1)	Unit of Measure	Net Income Effect of a 10% Change in Price ($ millions)
Ethanol	14.1	Gallons	$ 2.52
WDGS	0.1	Tons	$ 0.92
Corn	4.9	Bushels	$ 3.10
Nat Gas(2)	0.3	Btu	$ -

(1) Estimated quantity is based on Q1 results.

(2) Natural gas purchased on a fixed-price, forward purchase commitment for this period.

India Biodiesel Production

Our India Biodiesel plant produces biodiesel from feedstocks that include refined palm oil, palm stearin, animal fats, waste oils, crude glycerin, and chemicals. In addition to pricing factors for biodiesel, we are subject to market risk with respect to the price and availability of the main raw materials we use to produce our products including refined palm oil, palm stearin, animal fats, crude glycerin, and chemicals.

Biodiesel prices are sensitive to world crude-oil supply and demand, crude oil refining capacity and utilization, governmental regulations and consumer demand for alternative fuels, principally diesel. Locally, biodiesel prices are sensitive to the pricing models set by the Oil Marketing Companies, which now reprices monthly using a cost-based based formula. Glycerin pricing is sensitive to various supply and demand factors including world-wide production and availability, demand from consumer purchases of personal care, and demand for industrial chemicals such as paints.

The availability and pricing of feedstock for our biodiesel plant fluctuate with unpredictable factors such as global demand and supply of raw materials, weather conditions, and governmental policies toward agriculture and biofuels and international trade agreements.

Commodity	**Estimated Three Month Quantity (thousands)** (1)	Unit of Measure	Net Income Effect of a 10% Change in Price ($ millions)
Biodiesel	27.5	Tons	$ 3.10
Glycerin	2.4	Tons	$ 0.13
Oil and Fats feedstock	27.3	Tons	$ 1.71

(1) Estimated quantity is based on Q1 results.

Renewable Natural Gas Production

Our Renewable Natural Gas operations produce pipeline quality natural gas from dairy manure.

Dairy renewable natural gas prices are sensitive to weather factors, such as extreme heat or cold in the summer and winter, or other natural events like hurricanes in the spring, summer and fall. Other natural gas price factors include North American exploration and production, and the amount of natural gas in underground storage during both the injection and withdrawal seasons. Additionally, our RNG business is affected by the price of environmental attributes, specifically the price of Renewable Fuel Standard D3 RINs and California LCFS credits.

Commodity	Estimated Three Month Quantity (thousands)	Unit of Measure	Net Income Effect of a 10% Change in Price ($ millions)
Renewable Natural Gas	75.0	MMBtu	$ 0.03
D3 RINs	876.6	D3 RINs	$ 0.27
LCFS Credits	18.9	Metric Tons	$ 0.12

Interest Rate Risk

We are exposed to market risk from changes in interest rates. Exposure to interest rate risk results primarily from issuing term, construction and revolving loans that accrue interest at variable interest rates. Specifically, we had $217.2 million, before unamortized debt issuance costs, in U.S. Dollar denominated outstanding variable interest-rate debt as of March 31, 2024. Interest rates on our variable-rate debt are determined based on the market interest rate of either Prime Rate or five-year Treasury Constant Maturity Rate. A 1% increase in Prime Rate would increase our annual interest cost by approximately $1.7 million. A 1% increase in the five-year Treasury Constant Maturity Rate would increase our annual interest cost by approximately $0.4 million. Other details of our outstanding debt are discussed in *Note 7.Debt* in the Notes to the consolidated financial statements included as a part of this report.

Foreign Currency Exchange Rate Risk

We do expect to have exposure to foreign currency risk as we conduct most of our India business in Indian Rupees. Our India subsidiaries use the Indian Rupee local currency as their functional currency. Our primary exposure with respect to foreign currency exchange rate risk is the change in the Indian Rupee (INR) to US Dollar (USD) exchange rate. For consolidation purposes, assets and liabilities are translated at month-end exchange rates. Items of income and expense are translated at average exchange rates. Translation gains and losses are not included in determining year-to-date net income (loss) on the Balance Sheet but are accumulated as a separate component of shareholders' equity. Gains (losses) arising from foreign currency transactions are included in determining net income (loss) on the Statement of Operations. For the three months ended March 31, 2024 and 2023, we recognized a loss of $44 thousand and a gain of $117 thousand, respectively, associated with foreign currency translation adjustments to other comprehensive income (loss). Using the three months ended March 31, 2024 Indian subsidiary financials and applying the appropriate actual weighted average or end exchange rate and then incrementing by 10 points each respective INR to USD exchange rate resulted in a $141 thousand impact to Net income (loss), a $1.2 million change in Total Liabilities, a $2.4 million change in Stockholders' equity (deficit), and a $3.7 million change in Total Assets in our Indian subsidiary. These calculations are solely to demonstrate the sensitivity of our financial reports to assumed change in foreign currency exchange and are not intended as a forecast.

Derivatives and Other Instruments

As of March 31, 2024, we did not have any outstanding derivative financial instruments, off-balance sheet guarantees, interest rate swap transactions, or foreign currency contracts. Not applicable.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures.

Management (with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our CEO and CFO concluded that, although remediation plans were initiated to address the material weaknesses over financial reporting as identified in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, the disclosure controls and procedures along with the related internal controls over financial reporting were not effective to provide reasonable assurance that the information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in Securities and Exchange Commission rules and forms, and is compiled and communicated to our management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

As discussed in greater detail under Item 9A, Controls and Procedures, in our Annual Report on Form 10-K for the year ended December 31, 2023, we initiated continued implementing a remediation plan to address the material weakness in our internal control related to information technology general controls and information technology systems.

(Tabular data in thousands, except par value and per share data)

PART II -- OTHER INFORMATION

Item 1. Legal Proceedings.

Not applicable. None.

Item 1A. Risk Factors.

There has been no change in risk factors since the Company's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on March 29, 2024. We urge you to read the risk factors contained therein.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

During the first quarter of 2024, we issued two-year warrants to purchase 113 thousand shares of our common stock to subordinated lenders in connection with an extension of their debt, and we also issued 113 thousand shares of common stock in connection with their exercise of the warrants. These issuances were exempt from registration under Section 4(2) of the Securities Act of 1933, as amended, as issuances of securities not involving any public offering.
During the first quarter of 2024, we issued a stock option pursuant to the 2019 Stock Plan to a consultant that is exercisable for 6 thousand shares of common stock at a strike price of $3.09 per share. The stock option has a term of 10 years and one-twelfth of the shares vest every three months over a three year period from the grant date. This stock option and the subsequent issuance of shares upon exercise of the option are exempt from registration under Section 4(2) of the Securities Act of 1933, as amended, as issuances of securities not involving any public offering. None.

Item 3. Defaults Upon Senior Securities.

No unresolved defaults on senior securities occurred during the three six months ended March 31, 2024 June 30, 2024.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

Current Reports

On May 8, July 31, 2024, the Audit Committee of the Board of Directors approved an annual guarantee fee of $350 thousand payable to McAfee Capital, LLC in connection with a certain guarantees that McAfee Capital provided for the Company's indebtedness to Company and Third Eye Capital. McAfee Capital entered Amendment 29 to Amended and Restated Note Purchase Agreement ("Amendment 29"). Amendment 29is owned attached at Exhibit 10.1 and is described further in the notes to the Financial Statements under *7. Debt* and *15. Subsequent Events*, and those descriptions are incorporated herein by Eric A. McAfee, Chair of reference.
On July 31, 2024, ABGL and Third Eye Capital entered a Sixth Waiver and Amendment to Series A Purchase Agreement (the "PUPA Sixth Amendment"). The PUPA Sixth Amendment is attached at Exhibit 10.2 and is described in the Board notes to the Financial Statements under *9. Aemetis Biogas LLC – Series A Preferred Financing*and Chief Executive Officer of the Company.*15. Subsequent Events*, and those descriptions are incorporated herein by reference.

Item 6. Exhibits.

10.1	Amendment No. 29 to Amended and Restated Note Purchase Agreement, dated July 31, 2024, and entered by Aemetis Advanced Fuels Keyes, Inc, Aemetis Facility Keyes, Inc., Aemetis, Inc., Third Eye Capital Corporation, and certain note holders specified therein.
10.2	Sixth Waiver and Amendment to Series A Preferred Unit Purchase Agreement, effective as of April 30, 2024, and entered by Aemetis Biogas LLC, Protair-X Technologies Inc., and Third Eye Capital Corporation.
31.1	Certifications pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certifications pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes- Oxley Act of 2002.
32.1	Certifications pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certifications pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS *	Inline XBRL Instance Document

101.SCH *	Inline XBRL Taxonomy Extension Schema
101.CAL *	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF *	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB *	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

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 thereunto duly zed.

Aemetis, Inc.

Date: May 9, 2024 August 2, 2024

By: /s/ Eric A. McAfee
Eric A. McAfee
Chair of the Board and Chief Executive Officer
(Principal Executive Officer)

Date: May 9, 2024 August 2, 2024

By: /s/ Todd A. Waltz
Todd A. Waltz
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 10.1

AMENDMENT NO. 29 TO
AMENDED AND RESTATED NOTE PURCHASE AGREEMENT

This Amendment No. 29 to Amended and Restated Note Purchase Agreement (this “**Amendment**”) dated July 31, 2024, is made by and among (i) **AEMETIS ADVANCED FUELS KEYES, INC.**, a Delaware corporation (“**AEFK**”), **AEMETIS FACILITY KEYES, INC.**, a Delaware corporation (“**Keyes Facility**”, together with AEFK, the “**Borrowers**”), **AEMETIS, INC.**, a Delaware corporation (“**Parent**”), (ii) **THIRD EYE CAPITAL CORPORATION**, an Ontario corporation, as agent for the Noteholders (“**AdministrativeAgent**”), and (iii) **NINEPOINT – TEC PRIVATE CREDIT FUND**, **NINEPOINT – TEC PRIVATE CREDIT FUND II**, **MBI/TEC PRIVATE DEBT OPEN-END TRUST FUND** and **TEC CREDIT INCOME MASTER FUND** (collectively, the “**Noteholders**”).

RECITALS

A. The Borrowers, Administrative Agent and Noteholders (or their assignors or predecessors) entered into the Amended and Restated Note Purchase Agreement dated as of July 6, 2012, as amended from time to time including most recently by an Amendment No. 28 dated as of March 25, 2024 (as the same may be amended, restated, supplemented, revised or replaced from time to time, the “**Agreement**”). Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

B. The Borrowers have requested, and the Noteholders and Administrative Agent have agreed to extend the Maturity Date of the Agreement on the terms and conditions contained herein.

AGREEMENT

SECTION 1. **Reaffirmation of Indebtedness**. The Borrowers hereby confirm that as of June 30, 2024, the outstanding principal balance of the Notes (including accrued interest and fees) was $128,260,531.

SECTION 2. **Recitals Part of Agreement**. The foregoing recitals are hereby incorporated into and made a part of the Agreement, including all defined terms referenced therein.

SECTION 3. **Maturity Date Amendment**.

Section 1.1 of the Agreement is amended by substituting the following definitions in lieu of the versions of such terms and related definitions contained in the Agreement:

a) **"Acquisition Notes Stated Maturity Date**" means April 1, 2025; provided that the Acquisition Notes Stated Maturity Date may be extended to April 1, 2026 upon written notice to the Administrative Agent of the Borrowers' election to extend not earlier than 60 days, and not later than 30 days, prior to the then applicable maturity date, so long as at the time of such extension (a) no Default or Event of Default has occurred and is continuing under any Financing Document and (b) the Borrowers pay to the Administrative Agent an extension fee in an amount equal to 1% of the Note Indebtedness in respect to the Acquisition Notes, which fee shall be deemed fully earned and nonrefundable, provided that half of such fee may be added to the outstanding principal balance of the Acquisition Notes on the effective date of such extension at the election of the Borrowers and the balance shall be due and payable in cash or common stock of the Parent (equivalent to 110% of the relevant half of such extension fee) within 60 days of the date of such relevant extension."

b) **"Existing Notes Stated Maturity Date**"means April 1, 2025; provided that the Existing Notes Stated Maturity Date may be extended to April 1, 2026 upon written notice to the Administrative Agent of the Borrowers' election to extend not earlier than 60 days, and not later than 30 days, prior to the then applicable maturity date, so long as at the time of such extension (a) no Default or Event of Default has occurred and is continuing under any Financing Document and (b) the Borrowers pay to the Administrative Agent an extension fee in an amount equal to 1% of the Note Indebtedness in respect to the Existing Notes which fee shall be deemed fully earned and nonrefundable, provided that half of such fee may be added to the outstanding principal balance of the Existing Notes on the effective date of such extension at the election of the Borrowers and the balance shall be due and payable in cash or common stock of the Parent (equivalent to 110% of the relevant half of such extension fee) within 60 days of the date of such relevant extension."

c) **"Revenue Participation Notes Stated Maturity Date**" means April 1, 2025; provided that the Revenue Participation Notes Stated Maturity Date may be extended to April 1, 2026 upon written notice to the Administrative Agent of the Borrowers' election to extend not earlier than 60 days, and not later than 30 days, prior to the then applicable maturity date, so long as at the time of such extension (a) no Default or Event of Default has occurred and is continuing under any Financing Document and (b) the Borrowers pay to the Administrative Agent an extension fee in an amount equal to 1% of the Note Indebtedness in respect to the Revenue Participation Notes which fee shall be deemed fully earned and nonrefundable, provided that half of such fee may be added to the outstanding principal balance of the Revenue Participation Notes on the effective date of such extension at the election of the Borrowers and the balance shall be due and payable in cash or common stock of the Parent (equivalent to 110% of the relevant half of such extension fee) within 60 days of the date of such relevant extension."

d) **"Revolving Notes Stated Maturity Date**" means April 1, 2025; provided that the Revolving Notes Stated Maturity Date may be extended to April 1, 2026 upon written notice to the Administrative Agent of the Borrowers' election to extend not earlier than 60 days, and not later than 30 days, prior to the then applicable maturity date, so long as at the time of such extension (a) no Default or Event of Default has occurred and is continuing under any Financing Document and (b) the Borrowers pay to the Administrative Agent an extension fee in an amount equal to 1% of the Note Indebtedness in respect to the Revolving Notes which fee shall be deemed fully earned and nonrefundable, provided that half of such fee may be added to the outstanding principal balance of the Revolving Notes on the effective date of such extension at the election of the Borrowers and the balance shall be due and payable in cash or common stock of the Parent (equivalent to 110% of the relevant half of such extension fee) within 60 days of the date of such relevant extension."

e) **"Revolving Notes (Series B) Stated Maturity Date**" means April 1, 2025; provided that the Revolving Notes (Series B) Stated Maturity Date may be extended to April 1, 2026 upon written notice to the Administrative Agent of the Borrowers' election to extend not earlier than 60 days, and not later than 30 days, prior to the then applicable maturity date, so long as at the time of such extension (a) no Default or Event of Default has occurred and is continuing under any Financing Document and (b) the Borrowers pay to the Administrative Agent an extension fee in an amount equal to 1% of the Note Indebtedness in respect to the Revolving Notes (Series B) which fee shall be deemed fully earned and nonrefundable, provided that half of such fee may be added to the outstanding principal balance of the Revolving Notes (Series B) on the effective date of such extension at the election of the Borrowers and the balance shall be due and payable in cash or common stock of the Parent (equivalent to 110% of the relevant half of such extension fee) within 60 days of the date of such relevant extension.

SECTION 4. **Conditions to Effectiveness**.

This Amendment shall be effective on the date first written above but subject to satisfaction of the following conditions precedent:

(A) Borrowers shall, and will cause the other Company Parties to, have performed and complied with all of the covenants and conditions required by this Amendment and the Note Purchase Documents to be performed and complied with.

(B) Administrative Agent shall have received all other approvals, opinions, documents, agreements, instruments, certificates, schedules and materials as Administrative Agent may reasonably request.

Each Borrower acknowledges and agrees that the failure to perform, or to cause the performance of, the covenants and agreements in this Amendment will constitute an Event of Default under the Agreement and Administrative Agent and Noteholders shall have the right to demand the immediate repayment in full in cash of all outstanding Indebtedness owing to Administrative Agent and Noteholders under the Agreement, the Notes and the other Note Purchase Documents. In consideration of the foregoing and the transactions contemplated by this Amendment, each Borrower hereby: (i) ratifies and confirms all of the obligations and liabilities of such Borrower owing pursuant to the Agreement and the other Note Purchase Documents, and (ii) agrees to pay all costs, fees and expenses of Administrative Agent and Noteholders in connection with this Amendment.

SECTION 5. **Agreement in Full Force and Effect as Amended**.

Except as specifically amended or waived hereby, the Agreement and other Note Purchase Documents shall remain in full force and effect and are hereby ratified and confirmed as so amended. Except as expressly set forth herein, this Amendment shall not be deemed to be a waiver, amendment or modification of, or consent to or departure from, any provisions of the Agreement or any other Note Purchase Document or any right, power or remedy of Administrative Agent or Noteholders thereunder, nor constitute a course of dealing or other basis for altering any obligation of the Borrowers, or a waiver of any provision of the Agreement or any other Note Purchase Document, or any other document, instrument or agreement executed or delivered in connection therewith or of any Default or Event of Default under any of the foregoing, in each case whether arising before or after the execution date of this Amendment or as a result of performance hereunder or thereunder. This Amendment shall not preclude the future exercise of any right, remedy, power, or privilege available to Administrative Agent or Noteholders whether under the Agreement, the other Note Purchase Documents, at law or otherwise. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. This Amendment shall not constitute a novation or satisfaction and accord of the Agreement or any other Note Purchase Documents, but rather shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and conditions of the Agreement and Note Purchase Documents as amended by this Amendment, as though such terms and conditions were set forth herein. Each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of similar import shall mean and be a reference to the Agreement as amended by this Amendment, and each reference herein or in any other Note Purchase Documents to "the Agreement" shall mean and be a reference to the Agreement as amended and modified by this Amendment.

SECTION 6. **Representations by Parent and Borrowers**.

Each of the Parent and the Borrowers hereby represents and warrants to Administrative Agent and Noteholders as of the execution date of this Amendment as follows: (A) it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation; (B) the execution, delivery and performance by it of this Amendment and all other Note Purchase Documents executed and delivered in connection herewith are within its powers, have been duly authorized, and do not contravene (i) its articles of incorporation, bylaws or other organizational documents, or (ii) any applicable law; (C) no consent, license, permit, approval or authorization of, or registration, filing or declaration with any Governmental Entity or other Person, is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment or any other Note Purchase Documents executed and delivered in connection herewith by or against it; (D) this Amendment and all other Note Purchase Documents executed and delivered in connection herewith have been duly executed and delivered by it; (E) this Amendment and all other Note Purchase Documents executed and delivered in connection herewith constitute its legal, valid and binding obligation enforceable against it in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity; (F) it is not in default under the Agreement or any other Note Purchase Documents and no Event of Default exists, has occurred and is continuing or would result by the execution, delivery or performance of this Amendment; and (G) the representations and warranties contained in the Agreement and the other Note Purchase Documents are true and correct in all material respects as of the execution date of this Amendment as if then made, except for such representations and warranties limited by their terms to a specific date.

SECTION 7. **Miscellaneous**.

(A) This Amendment may be executed in any number of counterparts (including by facsimile or email), and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Whenever the context and construction so require, all words herein in the singular number herein shall be deemed to have been used in the plural, and vice versa. The use of the word "including" in this Amendment shall be by way of example rather than by limitation. The use of the words "and" or "or" shall not be inclusive or exclusive.

(B) This Amendment may not be changed, amended, restated, waived, supplemented, discharged, canceled, terminated or otherwise modified without the written consent of the Borrowers and Administrative Agent. This Amendment shall be considered part of the Agreement and shall be a Note Purchase Document for all purposes under the Agreement and other Note Purchase Documents.

(C) This Amendment, the Agreement and the Note Purchase Documents constitute the final, entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and thereto. There are no unwritten oral agreements between the parties with respect to the subject matter hereof and thereof.

(D) This Amendment and the rights and obligations of the parties under this Amendment shall be governed by and construed and interpreted in accordance with the choice of law provisions set forth in the Agreement and shall be subject to the waiver of jury trial and notice provisions of the Agreement.

(E) Neither the Parent nor any Borrower may assign, delegate or transfer this Amendment or any of their rights or obligations hereunder. No rights are intended to be created under this Amendment for the benefit of any third party donee, creditor or incidental beneficiary of the Borrowers or any Company Party. Nothing contained in this Amendment shall be construed as a delegation to Administrative Agent or Noteholders of the Borrowers or any Company Party's duty of performance, including any duties under any account or contract in which Administrative Agent or Noteholders have a security interest or lien. This Amendment shall be binding upon the Borrowers, the Parent and their respective successors and assigns.

(F) All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment and no investigation by Administrative Agent or Noteholders shall affect such representations or warranties or the right of Administrative Agent or Noteholders to rely upon them.

(G) THE BORROWERS AND THE PARENT ACKNOWLEDGE THAT SUCH PERSON'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL WITHOUT ANY RIGHT OF RECISSION, SETOFF, COUNTERCLAIM, DEFENSE, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE "OBLIGATIONS" OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ADMINISTRATIVE AGENT OR ANY NOTEHOLDER. THE BORROWERS AND THE PARENT HEREBY VOLUNTARILY AND KNOWINGLY RELEASE AND FOREVER DISCHARGE ADMINISTRATIVE AGENT AND EACH NOTEHOLDER AND THEIR RESPECTIVE PREDECESSORS, ADMINISTRATIVE AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED, WHICH SUCH PERSON MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND ARISING FROM ANY "LOANS", INCLUDING ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE AGREEMENT OR OTHER NOTE PURCHASE DOCUMENTS, AND NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first noted above.

BORROWERS:

AEMETIS ADVANCED FUELS KEYES, INC.

By:

Name: Eric A. McAfee

Title: Chief Executive Officer

AEMETIS FACILITY KEYES, INC.

By:

Name: Eric A. McAfee

Title: Chief Executive Officer

PARENT:

AEMETIS, INC.

By:

Name: Eric A. McAfee

Title: Chairman and Chief Executive Officer

ADMINISTRATIVE AGENT:

THIRD EYE CAPITAL CORPORATION

By:

Name: Arif N. Bhalwani

Title: Managing Director

NOTEHOLDERS:

TEC CREDIT INCOME MASTER FUND, by its General Partner, **TEC CREDIT INCOME FUND**,by its General Partner, **TEC CREDIT INCOME FUND (CANADA)**, as a Noteholder

By:

Name: Arif N. Bhalwani

Title: President / CEO

MBI/TEC PRIVATE DEBT OPEN-END TRUST FUND by its investment manager **THIRD EYE ASSET MANAGEMENT INC.**

By:

Name: Arif N. Bhalwani

Title: President / CEO

NINEPOINT – TEC PRIVATE CREDIT FUND, by its Manager, **NINEPOINT PARTNERS LP**, by its general partner, **NINEPOINT PARTNERS GP INC.,** as a Noteholder

By:

Name:

Title:

NINEPOINT – TEC PRIVATE CREDIT FUND II, by its Manager, **NINEPOINT PARTNERS LP**, by its general partner, **NINEPOINT PARTNERS GP INC.,** as a Noteholder

By:

Name:

Title:

EXHIBIT 10.2

SIXTH WAIVER AND AMENDMENT TO

SERIES A PREFERRED UNIT PURCHASE AGREEMENT

This Sixth Waiver and Amendment to Series A Preferred Unit Purchase Agreement (this "**Amendment**"), effective as of April 30, 2024 ("**Effective Date**"), is made by and among (i) **AEMETIS BIOGAS LLC**, a Delaware limited liability company ("**ABGL**" or "**COMPANY**"), (ii) **PROTAIR-X TECHNOLOGIES INC.**, a Canadian corporation (the "**Purchaser**"), and (iii) **THIRD EYE CAPITAL CORPORATION**, an Ontario corporation, as agent for the Purchaser ("**Agent**").

RECITALS

A. ABGL, the Agent, and the Purchaser entered into the Series A Preferred Unit Purchase Agreement and a Security Agreement, each dated as of December 20, 2018 (as amended, the "**Agreement**"). Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

B. Prior to the effectiveness of this Amendment, Section 6.9(b) required ABGL to redeem the outstanding Series A Preferred Units by April 30, 2024, or, if not redeemed, to enter into a Credit Agreement with Purchaser and Agent.

C. ABGL has not redeemed all of the outstanding Series A Preferred Units, and the Parties hereto desire to extend the deadline for such redemption, pursuant to ABGL's ongoing negotiations with certain strategic investors in order to conclude an optimal transaction by the dates indicated herein and in advance of the Final Redemption Date, and the parties have agreed to amend the Agreement and to provide certain consents and waivers on the terms and conditions contained herein to contemplate the foregoing.

AGREEMENT

SECTION 1. **Waiver and Amendments**. The Agent and Purchaser hereby waive, as of the date hereof, non-compliance with Section 6.9(b) the Agreement that occurred prior to the Effective Date and agree that the following sections of the Agreement shall be and hereby are amended as follows:

(A) **Section 6.9(b) (Full Redemption)**. Subsection 6.9(b) of the Agreement is deleted in its entirety and replaced with the following:

"Full Redemption. On or before 2:00pm EST on August 31, 2024 (the "**Final Redemption Date**"), the Company shall redeem all of the outstanding Series A Preferred Units by paying to the Purchaser, in immediately available funds, an aggregate amount equal to $105,500,000 (being equal to $135,500,000 less $30,000,000 received by the Purchaser on October 13, 2023) (the "**Final Redemption Price**"). The payment and receipt of the Final Redemption Price shall be in full and complete satisfaction of the requirement of the Company to pay the Obligations under the Agreement, and upon receipt of such payment and the payment of any outstanding fees or other amounts, the Purchaser shall deliver to the Company for cancellation, the certificate or certificates representing the then issued and outstanding Series A Preferred Units held by the Purchaser or on its behalf, and the Agreement and other Transaction Documents shall be deemed terminated (except for any provisions thereof that, by their specific terms, survive termination). Notwithstanding the foregoing, the Parties acknowledge that they shall continue negotiations, in good faith, towards ensuring the redemption transaction noted herein on the Final Redemption Date is done on a tax efficient basis, including giving consideration to a transaction involving the sale of the Purchaser to the Company or its shareholder or other affiliates.

Credit Agreement. In the event that the Final Redemption Price is not paid by the date indicated above, such failure shall constitute a Trigger Event, and in addition to the remedies indicated in Section 7.2 of the Agreement, the Company agrees that effective as of September 1, 2024, it will execute and agree to be bound by, and shall irrevocably be deemed to have entered into, a credit agreement with the Agent and the Purchaser in substantially the form attached as Schedule "A" to the Sixth Amendment (with any revisions required and agreed to by the parties in order to ensure such transaction is done on a tax efficient basis, the "**Credit Agreement**"), and together with any ancillary agreements, documents, certificates, guarantees or deliverables contemplated by such Credit Agreement (collectively, the "**Credit Documents**"), and such Credit Agreement shall be a modification and replacement of this Agreement, and the liabilities, obligations, covenants and requirements of this Agreement shall be replaced by the liabilities, obligations, covenants and requirements of the Credit Agreement and all such security, liens and registrations provided pursuant to this Agreement (or ancillary agreements) shall continue and remain in place unaffected. Further, upon execution of the Credit Agreement and all Credit Documents (including without limitation any guarantees which the Credit Agreement contemplates to be signed by affiliates of ABGL, including those signatories to the Sixth Amendment), the Purchaser shall deliver to the Company for cancellation, the certificate or certificates representing the then issued and outstanding Series A Preferred Units held by the Purchaser or on its behalf, and the Agreement and other Transaction Documents shall be deemed terminated (except for any provisions thereof that, by their nature, survive termination)."

(B) **Section 1.1 Defined Terms**. The following defined term is added into Section 1.1 of the Agreement in its applicable alphabetical order:

"Sixth Amendment" means that Sixth Waiver and Amendment to Series A Preferred Unit Purchase Agreement dated as of April 30, 2024, by and between the Company, the Purchaser and the Agent."

SECTION 2. **Conditions to Effectiveness**. This Amendment shall be subject to satisfaction of the following conditions precedent:

(a) ABGL shall have performed and complied with all of the covenants and conditions required by this Amendment and the Transaction Documents to be performed and complied with upon the effective date of this Amendment.

(b) ABGL shall pay, on the Final Redemption Date, a closing fee of $7,500,000, payable to or at the direction of, the Purchaser (and for, purposes of clarity, this closing fee may be paid by entry of the Credit Agreement, and the closing fee is included in the $113,000,000 principal referred to in the form of Credit Agreement).

(c) Agent shall have received all other approvals, opinions, documents, agreements, instruments, certificates, schedules and materials as the Agent may reasonably request, including tax advice to ensure that the transactions contemplated herein are done on a tax efficient manner.

SECTION 3. **Acknowledgement**. ABGL acknowledges and agrees that the failure to perform, or to cause the performance of, the covenants and agreements in this Amendment will constitute a Trigger Event under the Agreement.

SECTION 4. **Agreement in Full Force and Effect as Amended**. Except as specifically amended or waived hereby, the Agreement and other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed as so amended. Except as expressly set forth herein, this Amendment shall not be deemed to be a waiver, amendment or modification of, or consent to or departure from, any provisions of the Agreement or any other Transaction Document or any right, power or remedy of the Agent or Purchaser thereunder, nor constitute a waiver of any provision of the Agreement or any other Transaction Document, or any other document, instrument or agreement executed or delivered in connection therewith or of any Trigger Event under any of the foregoing, in each case whether arising before or after the execution date of this Amendment or as a result of performance hereunder or thereunder. This Amendment shall not preclude the future exercise of any right, remedy, power, or privilege available to the Agent or Purchaser whether under the Agreement, the other Transaction Documents, at law or otherwise. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. This Amendment shall not constitute a novation or satisfaction and accord of the Agreement or any other Transaction Document but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and conditions of the Agreement and Transaction Documents as amended by this Amendment, as though such terms and conditions were set forth herein. Each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of similar import shall mean and be a reference to the Agreement as amended by this Amendment, and each reference herein or in any other Transaction Documents to "the Agreement" shall mean and be a reference to the Agreement as amended and modified by this Amendment.

SECTION 5. **Representations by ABGL**. ABGL hereby represents and warrants to the Agent and Purchaser as of the execution date of this Amendment as follows: (a) it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) the execution, delivery and performance by it of this Amendment are within its powers, have been duly authorized, and do not contravene (i) its articles of incorporation, bylaws or other organizational documents, or (ii) any applicable law; (c) no consent, license, permit, approval or authorization of, or registration, filing or declaration with any Governmental Authority or other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment; (d) this Amendment has been duly executed and delivered by it; (e) this Amendment constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity; (f) it is not in default under the Agreement or any other Transaction Documents and no Trigger Event exists, has occurred and is continuing or would result by the execution, delivery or performance of this Amendment; and (g) the representations and warranties contained in the Agreement and the other Transaction Documents are true and correct in all material respects as of the execution date of this Amendment as if then made, except for such representations and warranties limited by their terms to a specific date.

SECTION 6. **Miscellaneous**.

(A) This Amendment may be executed in any number of counterparts (including by facsimile or email), and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Each party agrees that it will be bound by its own facsimile or scanned signature and that it accepts the facsimile or scanned signature of each other party. The descriptive headings of the various sections of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof or thereof. The use of the word “including” in this Amendment shall be by way of example rather than by limitation. The use of the words “and” or “or” shall not be inclusive or exclusive.

(B) This Amendment may not be changed, amended, restated, waived, supplemented, discharged, canceled, terminated or otherwise modified without the written consent of the parties hereto. This Amendment shall be considered part of the Agreement and shall be a Transaction Document for all purposes.

(C) This Amendment, the Agreement and the Transaction Documents constitute the final, entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and thereto. There are no unwritten oral agreements between the parties with respect to the subject matter hereof and thereof.

(D) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE AGREEMENT.

(E) ABGL may not assign, delegate or transfer this Amendment or any of its rights or obligations hereunder. No rights are intended to be created under this Amendment for the benefit of any third-party donee, creditor or incidental beneficiary. Nothing contained in this Amendment shall be construed as a delegation to Agent or the Purchaser of ABGL’s duty of performance, including any duties under any account or contract in which the Agent or Purchaser have a security interest or lien. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

(F) ABGL ACKNOWLEDGES THAT ITS PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL WITHOUT ANY RIGHT OF RECISSION, SETOFF, COUNTERCLAIM, DEFENSE, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE “OBLIGATIONS” OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM AGENT OR PURCHASER. ABGL HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE AGENT AND PURCHASER AND THEIR RESPECTIVE PREDECESSORS, ADMINISTRATIVE AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED, WHICH SUCH PERSON MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, INCLUDING ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE AGREEMENT OR OTHER TRANSACTION DOCUMENTS, AND NEGOTIATION FOR AND EXECUTION OF THIS AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on July 31, 2024.

AEMETIS BIOGAS LLC

By:

Name: Eric A. McAfee

Title: Chief Executive Officer

THIRD EYE CAPITAL CORPORATION

By:

Name: Arif N. Bhalwani

Title: Managing Director

PROTAIR-X TECHNOLOGIES INC.

By:

Name: Dev Bhangui

Title: Chief Executive Officer

Acknowledged and agreed, specifically with respect to the obligation to provide the Guarantees and security agreements, in a form to be agreed to by the parties thereto, to be provided pursuant to the Credit Agreement, if and when required:

AEMETIS, INC.

GOODLAND ADVANCED FUELS, INC.

AEMETIS CARBON CAPTURE, INC.

AEMETIS ADVANCED PRODUCTS KEYES, INC.,

AEMETIS ADVANCED FUELS KEYES, INC.,

AEMETIS PROPERTY KEYES, INC.,

AEMETIS RIVERBANK, INC.,

AEMETIS PROPERTIES RIVERBANK, INC.,

AEMETIS ADVANCED PRODUCTS RIVERBANK, INC.,

AEMETIS HEALTH PRODUCTS, INC.,

AEMETIS INTERNATIONAL, INC.,

AEMETIS TECHNOLOGIES, INC.,
AE ADVANCED FUELS, INC.,
AEMETIS BIOFUELS, INC.,
AEMETIS AMERICAS, INC.,
AEMETIS ADVANCED FUELS, INC.,
AEMETIS FACILITY KEYES, INC.,
ENERGY ENZYMES, INC.,
AE BIOFUELS, INC.,
AEMETIS ADVANCED BIOREFINERY KEYES, INC.

By:

Name: Eric A. McAfee

Title: Chief Executive Officer

Schedule "A"

Form of Credit Agreement

CREDIT AGREEMENT

September 1, 2024

FOR VALUE RECEIVED, the undersigned AEMETIS BIOGAS LLC, a Delaware limited liability company (the "**Borrower**"), promises to pay to the order of THIRD EYE CAPITAL CORPORATION, an Ontario Corporation, as administrative agent and collateral agent (together with its successors and assigns, the "**Agent**") for and on behalf of PROTAIR-X TECHNOLOGIES INC. (including its successors and assigns, the "**Lender**"), at its offices or such other place as the Agent may designate in writing the amounts that may be outstanding from time to time hereunder pursuant to the term loan facility (the "**Facility**"), as indicated pursuant to the records of the Agent with respect to such amounts, together with interest on the amount remaining unpaid from time to time from the date of this credit agreement ("**Credit Agreement**") until due and payable, at the Interest Rate (defined below), as more particularly set out in Section 3 hereto. The Lender's obligation hereunder shall be limited to the maximum commitment equal to $113,000,000, to be drawn in a single advance on the date hereof. All references to "$" or "dollars" is to the lawful currency of the United States and all capitalized terms shall have the definitions indicated herein or in Section 19(h) below.

1. **Use of Proceeds**. The Borrower shall use the proceeds of the advance made under the Facility on the date hereof to repurchase for cancellation 100% of those Series A Preferred Shares issued by the Borrower pursuant to that Series A Preferred Unit Purchase Agreement dated December 20, 2018 between the Borrower, the Lender and Third Eye Capital Corporation, as agent thereunder (as may be amended from time to time, the "**PUPA**").

2. **Repayments.** The full outstanding principal balance of the indebtedness evidenced hereby under the Facility, together with all accrued but then unpaid and compounded interest thereon and any other sums due hereunder, shall be due and payable in full at the earlier to occur of: (i) August 31, 2025 (the "**Maturity Date**"), and (ii) the occurrence of an Event of Default.

3. Interest.

    a. The outstanding principal under the Facility shall bear interest at a per annum rate equal to the greater of (i) the Prime Rate plus 10.0% and (ii) 16.0%, compounded daily in arrears (the "**Interest Rate**").

    b. If an Event of Default shall have occurred, all outstanding principal of and, to the fullest extent permitted by law, all past due interest and any other past due amounts owing under the Facility shall bear interest at a rate per annum equal to the Interest Rate plus ten percent (10%) per annum (the "**Default Rate**"). Interest payable at the Default Rate shall be payable from time to time on demand.

    c. Interest shall be payable on the outstanding obligations in arrears for the preceding calendar month on the first Business Day of each calendar month. For greater certainty, interest on the unpaid principal balance shall accrue from the date hereof.

    d. So long as no Event of Default has occurred and is continuing, on each applicable monthly interest payment date, subject to Section 4 hereto, up to 100% of the amount of interest then owing on the Facility may be capitalized to the principal amount outstanding, at the Borrower's option.

4. **Mandatory Repayments**.Within 5 days of the last day of March, June, September and December of each calendar year, the Borrower shall repay to the Facility all of that amount (if positive) which is equal to one hundred percent (100%) of Free Cash Flow (as defined below) which it or any of its subsidiaries receives during the applicable preceding calendar quarter. Mandatory repayments pursuant to this Section 4 shall be made in immediately available funds.

5. **Prepayments.** The Borrower may, at any time and from time to time, prepay the indebtedness in whole under the Facility without premium or penalty, but with accrued and compounded interest to the date of such prepayment on the amount prepaid. Any notice of optional prepayment is irrevocable and shall be effective only if received by the Agent by 2:00 p.m. (Toronto, Ontario time) on the date that is five (5) Business Days prior to the proposed prepayment. Any notice of optional prepayment shall specify the amount to be prepaid and the date of prepayment.

6. **Record Keeping.** All borrowings and all payments made on account of the principal hereof shall be endorsed by the Agent in its internal records and shall be made a part hereof, provided however that any failure to endorse such information shall not in any manner affect the obligation of the Borrower to make payments of principal and interest in accordance with the terms hereof. All notations on such Agent's internal records as to borrowings and repayments made shall constitute conclusive evidence of such borrowings or repayments.

7. **Increased Costs.** If, due to either (i) the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements but excluding the imposition of, or any change in the rate of, any income tax payable by the Agent or any Lender) in or in the interpretation of any law or regulation or (ii) the compliance by the Agent or any Lender with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to the Agent of funding or maintaining the loans or obligations under this Credit Agreement, then the Borrower shall from time to time, upon demand by the Agent, pay to the Agent and/or the Lenders additional amounts sufficient to indemnify the Agent and the Lenders against such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower by the Agent, shall be conclusive and binding for all purposes, absent manifest error.

8. **Illegality.** Notwithstanding any other provision hereof, if, in the reasonable opinion of the Agent, it becomes unlawful for a Lender to make or maintain its loan hereunder, then such Lender will promptly so notify the Borrower and the other Lenders and the Borrower will promptly prepay the balance in full together with accrued interest thereon and all other amounts then due and Lenders will have no further obligation to make or maintain the loan hereunder.

9. Payments and Computations.

    a. The Borrower shall make each payment hereunder not later than 2:00 p.m. (Toronto, Ontario time) on the day when due to the Agent at its address referred to in Section 19(g) or at such other location as may be specified by the Agent to the Borrower, in immediately available funds without setoff, compensation, counterclaim, recoupment or other defense. Any payments received after 2:00 p.m. (Toronto time) will be considered for all purposes as having been made on the next following Business Day.

    b. Agent and Lenders will maintain in accordance with their usual practice one or more accounts evidencing the indebtedness of the Borrower to the Agent hereunder. Such account(s) will be *prima facie* evidence of the obligations recorded therein, provided that any failure by Agent to maintain any account or any error therein shall not affect the obligation of the Borrower to repay its indebtedness to the Agent in accordance with this Credit Agreement.

    c. Each determination of a rate of interest or fee by Agent will be conclusive evidence of such rate or fee in the absence of manifest error. Interest and fees will be calculated on the basis of a year of 365 days for the actual number of days (including the first day but excluding the last day) elapsed in the period for which such interest or fees are payable. For the purposes of disclosure pursuant to the *Interest Act* (Canada) and not for any other purpose, where in this Credit Agreement a rate is to be calculated on the basis of a year of 365 days, the yearly rate to which the 365-day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 365.

    d. Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest.

10. **Taxes.** The Borrower agrees that all payments to be made by it hereunder and the other Loan Documents shall be made without setoff, compensation or counterclaim and free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed by any country or by any political subdivision or taxing authority thereof or therein ("**Taxes**"). If any Taxes are required to be withheld from any amounts payable to the Agent hereunder, the amounts so payable to the Agent shall be increased to the extent necessary to yield to the Agent (after payment of all Taxes) the amounts payable hereunder in the full amounts so to be paid. Whenever any Tax is paid by the Borrower, as promptly as possible thereafter, the Borrower shall send the Agent an official receipt showing payment thereof, together with such additional documentary evidence as may be required from time to time by the Agent.

11. **Maximum Interest Rate.** Notwithstanding any other provisions hereof or any other Loan Document: (i) in no event shall the aggregate "interest" payable to Agent and Lenders hereunder or the other Loan Documents exceed the effective annual rate of interest legally permitted under any Law in any relevant jurisdiction; and (ii) if any provision of this Credit Agreement or any other Loan Document would obligate the Borrower to make any payment of interest or other amount payable to Agent and Lenders in an amount or calculated at a rate which would be prohibited by Law or would result in a receipt by Agent or any Lender of interest at a criminal rate, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by Agent or any Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (A) first, by reducing on a *pro rata* basis the amount or rates of interest required to be paid under Section 3 hereof, and (B) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of any Law.

12. **Application of Payments.** Prior to the occurrence of an Event of Default, all amounts received by the Agent or the Lenders from the Borrower in respect hereof shall be applied *pro tanto* to the obligations hereunder as follows: first, to pay any fees, indemnities or expense reimbursements then due to the Agent and the Lenders under the Loan Documents, until paid in full, second, to pay interest due, and third, to pay or prepay the principal amount and all outstanding obligations hereunder until paid in full. Upon the occurrence and during the continuance of an Event of Default, all amounts received by the Agent from the Borrower or any other Person shall be applied *pro tanto* to the obligations hereunder in such manner as the Agent shall determine in its sole discretion.

13. **Representations and Warranties.** The Borrower represents and warrants to the Agent as follows:

    a. It (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has the power and authority, and the legal right, to own and operate its property and to conduct the business in which it is currently engaged, (iii) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (iv) is in compliance with all requirements of Law in all material respects.

b. It has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party, to consummate the transactions contemplated thereby and, as the case may be, to obtain extensions of credit hereunder. It has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and to authorize the extensions of credit on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extension of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents. Each Loan Document to which it is a party has been duly executed and delivered on behalf of it. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of it, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

c. The execution, delivery, and performance by it of this Agreement and the other Loan Documents to which it is a party and compliance with the terms and provisions hereof and thereof will not (i) violate or conflict with, or result in a breach of, or require any consent under (A) its constating documents, (B) any Law, or (C) any material agreement or instrument to which it is a party or by which it or any of its properties is bound or subject, or (ii) result in the creation or imposition of any lien upon any of its revenues or assets other than the liens arising under the Loan Documents.

d. It is in compliance in all material respects with the Foreign Corrupt Practices Act, as amended, and rules and regulations thereunder ("FCPA"). No part of the proceeds of any advance will be used directly or indirectly for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

e. There are no actions, suits, litigation or proceedings, at law or in equity, pending by or against it before any court, administrative agency, or arbitrator in which a likely adverse decision could reasonably be expected to have a material adverse effect.

f. It has filed all federal and other material tax returns required to be filed, including all income, franchise, employment, property, and sales tax returns, and has paid all of their respective federal and other material taxes, assessments, governmental charges, and other levies that are due and payable, except to the extent such taxes are contested in good faith by proper proceedings which stay the imposition of any penalty, fine or lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof. It has no knowledge of any pending investigation by any taxing authority or of any pending unassessed tax liability (other than taxes which are not yet due and payable).

14. **Conditions to Closing**. The Lender's obligation to provide the Facility is subject to the following conditions being satisfied to the satisfaction of the Agent:

a. the Agent shall be satisfied with its tax structuring and planning with respect to the Facility and the repayment and satisfaction of the PUPA;

b. delivery of original Loan Documents, each duly executed by the applicable guarantors and affiliates of the Borrower, and applicable financing statements and registrations;

c. a copy of the annual budget for the remainder of fiscal year 2024 and a copy of the annual monthly cash flow budget for each month prior to the Maturity Date ("**Project Budget**");

d. no Event of Default shall have occurred and be continuing or result from the execution of this Agreement and the other Loan Documents or the advance of funds hereunder; and

e. the Agent and the Lender shall have received such other documents, instruments and information as reasonably requested.

15. **Covenants**.

1. So long as any of the indebtedness or obligations hereunder shall remain unpaid, the Borrower will not, directly or indirectly, without the prior written consent of the Agent, in its sole and absolute discretion:

a. *Liens*. Create, incur, assume or suffer to exist any Lien upon any of its property (whether real, personal, tangible or intangible, whether now owned or hereafter acquired.

b. *Indebtedness*. Create, incur, assume or suffer to exist any Indebtedness except Permitted Indebtedness. Without the consent of the Agent, amend, modify or change any term or condition of any documentation entered into in connection with any Indebtedness (i) in any manner (i) if the effect of such amendment, modification or change is to restrict in any manner the ability of any Agent or the Lenders to exchange, extend, renew, replace or refinance, in whole or part, any indebtedness under this Agreement or any other Loan Document, or (ii) in any other manner that could be adverse to the interests, rights or remedies of the Agent or any Lender under the Loan Documents.

c. *Capital Stock, Dividends, Etc.* (i) Declare or make any distribution or other dividend payment or distribution of assets, properties, cash, rights, obligations or securities on account of any shares of any class, (ii) issue, purchase, redeem or otherwise acquire for value any shares of any class or any warrants, rights or options to acquire any such shares, now or hereafter outstanding or (iii) make any distributions, remuneration or payment in violation of the terms of any applicable subordination terms applicable to any Permitted Indebtedness. Notwithstanding any other term of this Agreement, Borrower and its Subsidiaries shall not, without the prior written consent of the Agent, make any transfer of funds, transfer of Property, or any distributions, remuneration or payment (including any distributions) to any Person, other than payments on account of the indebtedness in accordance with the terms hereof.

d. *Investments.* Make any Investment except Permitted Investments.

e. *Business, Management, Mergers, etc.* (i) make any change in (A) its board of directors or managers, or (B) its capital structure, (ii) make any material change in the nature of the business presently conducted by it; (iii) make any payments on account of new retainers greater than $50,000 or establish or create any trust accounts, (iv) change its name; (v) change its jurisdiction of incorporation or its type of organization (that is, from a corporation) or otherwise amend, modify or change any of its constating documents, as in effect on the date hereof, except any such amendments, modifications or changes that either individually or in the aggregate could not reasonably be expected to have a material adverse effect; (vi) merge, amalgamate or consolidate with or into, or convey, transfer, lease or otherwise dispose of or alienate (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets of, any Person, or dissolve or liquidate or terminate its legal existence, or (vii) make any change in its accounting policies or reporting practices, except as required or permitted by GAAP, or its fiscal year.

f. *Clauses Restricting Subsidiary Distributions*. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any subsidiary to (a) make dividends or distributions in respect of such subsidiaries Free Cash Flow or capital stock or equity held by, or pay any indebtedness owed to, the Borrower, (b) make loans or advances to, or other investments in the Borrower, or (c) transfer any of its assets to the Borrower, except for such encumbrances or restrictions existing under or by reason of any restrictions existing under the Loan Documents.

g. *Change of Control*. Cause, permit or suffer, directly or indirectly, any Change of Control to occur, or incorporate or create any new subsidiaries.

h. *Disposition of Property*. Dispose or alienate of any of its property or equity interests in its subsidiaries, whether now owned or hereafter acquired, except dispositions of inventory made in the ordinary course of its business.

a. *Affiliate Transactions and Intercompany Loans*. Enter into any transaction with any affiliate or subsidiary or any of its directors or senior or executive officers or senior management, or enter into or assume any employment, consulting or analogous agreement or arrangement with any of its directors or senior or executive officers or senior management or make any payment to any of its directors or senior or executive officers or senior management, except in the ordinary course.

b. *Bank Accounts*. Open any new bank account.

c. *Negative Pledge Clauses*. Enter into or suffer to exist or become effective any agreement that prohibits or limits its ability to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, other than this Agreement and the other Loan Documents.

xx. *Place of Business*. Change the location of its respective chief executive office, principal place of business and registered office.

2. So long as any of the indebtedness or obligations hereunder shall remain unpaid, the Borrower will provide, as soon as available, and in any event within ten (10) days after the end of each calendar month, a monthly report prepared by it and reviewed by the Third Party Consultant on the progress of development of the Project and achievement of Milestones in substantially the form of Exhibit E to the PUPA and in detail reasonably satisfactory to the Agent, including: (i) Milestone schedules, Milestones met and not met and, in the case of Milestones not met, the reasons why such Milestones were not met, targeted Milestones for the next month, and targeted Milestones for the next ninety (90) days, (ii) a report as to the progress of the Project, (iii) in the event of any material deviation or variance from the Project Budget, the reason for such material deviation and such other information reasonably requested by the Agent in connection therewith; (iv) any factors or events which have had, are having or could reasonably be expected to have a material adverse effect; (v) the status of all permits, licenses, franchises, approvals, authorizations, registrations, certificates, licenses, variances and similar rights obtained, or required to be obtained for the development of the Project, including with respect to those which have not been obtained, the dates of applications submitted or to be submitted and the anticipated dates of actions by applicable Governmental Authorities with respect thereto; (vi) a reporting on the number of WCE for each of the dairies, manure collection methods and quantum of supply to each dairy covered lagoon digester, and (vii) the status of all grants (including DDRDP grants) by Governmental Authorities for the Project, including with respect to grants that have not been obtained, the dates of applications submitted or to be submitted and the anticipated dates of action by applicable Governmental Authorities with respect to such grants.

16. **Events of Default.** Each of the following events (each an “**Event of Default**”) shall constitute an Event of Default:

a. the Borrower fails to make any payment when due hereunder, whether upon demand by the Agent or Lenders, or otherwise;

b. the Borrower fails to comply with, to perform, or to cause to perform, any other term, obligation, covenant or condition contained herein, any Loan Document or any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Agent and/or Lender and the Borrower;

c. any warranty, representation or statement made or furnished to Agent and/or Lender by Borrower or on Borrower’s behalf hereunder or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter;

d. the Borrower or any of its affiliates or subsidiaries defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favour of any other creditor or person that may materially affect any of Borrower’s property or the Borrower’s ability to repay this Credit Agreement or perform Borrower’s obligations hereunder or any of the related documents;

e. the Borrower (i) becomes insolvent or generally not able to pay its debts as they become due, (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors, (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding up, administration, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors including any proceeding under applicable corporate law seeking a compromise or arrangement of, or stay of proceedings to enforce, some or all of the debts of such person, or (z) the entry of an order for relief or the appointment of a receiver, receiver-manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismissed or unstayed for a period of 30 days, such person fails to diligently and actively oppose such proceeding, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, receiver-manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its properties and assets) occurs, or (iv) takes any corporate action to authorize any of the above actions; or

f. a material adverse change occurs in Borrower's financial condition, or Agent and/or Lender believes the prospect of payment or performance of the obligations under this Credit Agreement is impaired.

17. **Remedies.** If any Event of Default shall have occurred and be continuing, then, and in any such event, the Agent may, without notice to the Borrower, declare all outstanding principal (and all accrued and unpaid interest thereon) and all other amounts owing hereunder and under the other Loan Documents to be forthwith due and payable, whereupon all outstanding principal hereof, all such accrued and unpaid interest and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest, notice of acceleration, notice of intent to accelerate, or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that in the case of any event described in Section 16(e), all outstanding principal hereof, all accrued and unpaid interest thereon and all other amounts owing hereunder and the other Loan Documents shall automatically become and be due and payable, without presentment, demand, protest, notice of acceleration, notice of intent to accelerate, or any notice of any kind, all of which are hereby expressly waived by the Borrower.

18. **Costs and Expenses.** The Borrower agrees to pay the Agent all normal and customary fees, charges and expenses relating to the establishment and operation of this Credit Agreement and the Loan Documents and for services that may be provided to the Borrower by the Agent or Lender, including, but not limited to, debit fees, over-advance fees and wire transfer fees. The Borrower also agrees to reimburse the Agent, prior to and during the term hereof, for all reasonable out-of-pocket expenses incurred by the Agent or Lender in connection with the Loan Documents, including, but not limited to, filing fees, lien and judgment search fees, due diligence and collateral exam and inspection expenses, travel expenses, fees of outside auditors, bank fees, outside attorneys' fees, fees of appraisers and any other reasonable fees or expenses. The Borrower hereby agrees to indemnify the Agent and Lender forthwith upon demand therefor in respect of all such costs and expenses.

19. **Security.** The Borrower and any other obligor under any Loan Document have granted or agreed to grant to the Agent (including, as may be applicable, for itself and/or in its capacity as administrative agent, collateral agent and representative for itself and other creditors), security interests, assignments or other interests as collateral security for the indebtedness hereunder, all of which secure the obligations owing hereunder. Each Lender irrevocably appoints the Agent to act on its behalf as administrative agent and collateral agent and, to the extent necessary, ratifies such appointment, and designates and authorizes the Agent as its attorney to take such actions on its behalf under the provisions of the Loan Documents and any ancillary document or security therefore and to exercise such powers and perform such duties as have been or may be delegated to the Agent.

20. Miscellaneous.

a. Waiver of Notice. The Borrower waives presentment, protest, notice of dishonour, days of grace and the right of set-off. The failure of the Agent to exercise any rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

b. Waiver and Amendment. Any provision of this Credit Agreement may be waived, amended or modified only upon the written consent of both the Borrower and Agent.

c. Restriction on Transfer. This Credit Agreement may only be transferred in compliance with applicable provincial and federal laws. All rights and obligations of the Borrower and Agent shall be binding upon and benefit the successors, assigns, heirs, and administrators of the parties.

d. No Assignment. This Credit Agreement or the rights or obligations hereunder may be transferred or assigned by the Agent or any Lender, provided that, unless a Default has occurred and is continuing, the Agent or applicable Lender shall be obliged to give the Borrower written notice of such transfer. The Borrower may not transfer or assign all or any part of its obligations hereunder without the prior written consent of Agent.

e. Governing Law and Attornment. This Credit Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without regard to the conflict of laws principles thereof). Without prejudice to the ability of the Agent to enforce this Credit Agreement in any other proper jurisdiction, the Borrower hereby irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the State of New York in connection herewith.

f. Severability. If any of the provisions of this Credit Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions hereof are intended to be and shall be deemed severable.

g. Notices. All notices and other communications given to or made upon any party hereto shall, except as otherwise expressly herein provided, be in writing and mailed via certified mail, faxed or delivered to the respective parties in accordance with any subsequent written direction from the recipient party to the sending party delivered in accordance with this Section, or at such parties last known address or email or fax number. All such notices and other communications shall, except as otherwise expressly herein provided, be effective upon (i) delivery if delivered by hand; (ii) the third (3rd) Business Day after the date sent, in the case of certified mail; (iii) receipt, in the case of a fax or email.

h. Definitions. The following terms shall have the meanings set forth below.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks in Toronto, Ontario are closed.

"Change of Control" means any situation or event by which Aemetis, Inc. (or its affiliate) is not the legal and beneficial holder, directly or indirectly, of 100% of the capital stock and equity interests (inc. warrants or options or convertible instruments) of the Borrower.

"Free Cash Flow" means, for any period, for the Borrower and each subsidiary, the sum of Operating Cash Flow plus (i) California Department of Food and Agriculture Dairy Digester Research and Development Program, California Department of Food and Agriculture, or any such alternative government grants; plus (ii) proceeds from any debt or equity financings or sales of Inflation Reduction Act credits; less (iii) interest or mandatory payments under Permitted Indebtedness (including hereunder which the Borrower pays in cash), less (iv) a working capital reserve of $1,000,000, in each case calculated for such period in accordance with GAAP.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any nation or government, any state, province, territory or other political subdivision thereof (whether federal, state, local or otherwise), any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies), any securities exchange and any self-regulatory organization.

"Indebtedness" means all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreement or other similar instruments, letters of credit, bankers' acceptances, guaranties, sureties and similar instruments, deferred purchase price arrangements (other than trade accounts in the ordinary course), capitalized amounts under capital leases, obligations under conditional sales agreements or other title retention agreements.

"Investment" means any beneficial ownership interest in any Person (including stock, partnership interest or other securities or other equity interests), and any loan, advance or capital contribution to any Person, or the acquisition of all or substantially all of the assets or properties of another Person.

"Law" any law, treaty, rule or regulation or determination of an arbitrator or a court of competent jurisdiction or Governmental Authority, in each case applicable to the applicable Person.

"Lien" means: (a) any mortgage, deed to secure debt, deed of trust, lien, hypothec, pledge, charge, lease constituting a capital lease obligation, conditional sale or other title retention agreement (or other lease having a substantially similar economic effect), or other security interest, hypothec, privilege, priority, security title, deposit arrangement or encumbrance of any kind in respect of any property of such Person, or upon the income or profits therefrom, (b) any arrangement, express or implied, under which any property of such Person is transferred, sequestered or otherwise identified for the purpose of subjecting the same to the payment of indebtedness or performance of any other obligation in priority to the payment of the general, unsecured creditors of such Person, (c) the filing of, or any agreement to give, any financing statement, publication or registration (or any of its equivalent in any jurisdiction) in respect of any of the foregoing (including any such precautionary filings), and (d) any other lien, charge, privilege, secured claim, title retention, garnishment right, deemed trust, encumbrance, hypothec, servitude, right-of-way, easement, privilege, priority or other right affecting Property, choate or inchoate, arising by any statute, act of law of any jurisdiction at common law or in equity or by agreement.

"Loan Document" means this Credit Agreement all other documents, instruments and agreements executed and delivered pursuant to or in connection with this Credit Agreement, (including without limitation certificates, guarantees, mortgages, security or collateral agreements) together with any and all extensions, renewals, amendments and modifications of any of the foregoing.

"Milestones" means the activities to be performed by the Borrower and its subsidiaries in relation to the Project, including the delivery of equipment, construction of the Project, entering into contracts with dairy farms for manure supply, biogas collection and discharge of effluents, obtaining pipeline rights of way, application and receipt of government grants from the State of California, the application for and receipt of permits, and budgets and time frames for all such activities.

"Operating Cash Flow" means for any period the sum of (i) all revenues of the Borrower and its subsidiaries, including revenues from the sale of natural gas production, sales of Low Carbon Fuel Standard (LCFS) credits, and sales of Renewable Identification Number (RIN) credits; less (ii) all operating costs, operating and maintenance fees, insurance costs, engineering and construction bonuses, taxes, in each case of the Borrower and its subsidiaries, and calculated for such period in accordance with GAAP.

"Permitted Indebtedness" means: (a) Borrower's Indebtedness under this Agreement and the other Loan Documents; (b) Indebtedness existing on the date hereof owing to Greater Commercial Lending; (c) unsecured Indebtedness to trade creditors incurred in the ordinary course of business, except for trade payables overdue by more than 120 days; (d) Indebtedness by a subsidiary of the Borrower to the Borrower; (e) Indebtedness incurred in the ordinary course of business under performance bonds, bid bonds, appeal bonds, surety bonds, performance and completion guarantees and similar obligations or in respect of worker's compensation claims, and reimbursement obligations in respect of any of the foregoing;.

"Permitted Investments" means: (a) Investments consisting of deposit accounts in which the Agent has a perfected security interest; (b) Investments by Borrower in Subsidiaries not to exceed $250,000 in the aggregate in any fiscal year Borrower; (c) Investments, in an aggregate amount not to exceed $250,000 in any fiscal year, consisting of travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business; (d) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; (e) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not affiliates, in the ordinary course of business, (f) Investments consisting of amounts receivable and credit extensions by a Borrower to a subsidiary, (g) Investments consisting of the endorsement of negotiable instruments for deposit or collection in the ordinary course of business, and (h) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments in an aggregate amount not to exceed $500,000 in the aggregate in any fiscal year.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"**Prime Rate**" means that rate of interest reported daily in the Wall Street Journal (or any successor publication) as the Prime Rate, as such rate may vary from time to time; provided that if such rate of interest becomes unavailable for any reason as determined by the Agent, such other rate of interest publicly announced by a reputable global bank in New York as its Prime Rate.

"Project" means the development, construction, completion and operation by the Borrower and its subsidiaries of a cluster of dairy covered lagoon digesters, H2S conditioning skids and related biogas pipelines, centralized HUB gas-cleanup and compression to RNG, any temporary boiler equipment, utility pipeline injection units, electricity conversion systems and RNG dispensing facilities to collect biogas from manure ponds located in California, which will be purified and compressed into utility-grade renewable natural gas and/or converted into other products for use Aemetis Inc.'s ethanol facility located in Keyes, California and for sale to transport fleets and utilities.

"property" means any interest in any kind of property or asset, whether real, personal or mixed, movable or immovable, tangible or intangible, including cash, securities, accounts and contract rights.

"Third Party Consultant" means Biogas Engineering Inc. or an equivalent partner providing similar guidance with respect to the Project.

"WCE" means a lactating dairy cow excreting Volatile Solids (VS) of 7.76kgs/day, with dry cows and heifers each considered approximately 0.5 times WCE.

i. Further Assurances. The Borrower shall, as reasonably requested by the Agent, from time to time promptly execute and deliver further documents and take further action reasonably necessary or appropriate to give effect to the provisions and intent of this Credit Agreement.

IN WITNESS WHEREOF, the Borrower has duly executed this Credit Agreement.

AEMETIS BIOGAS LLC,

as Borrower[1]

By:

Name: Eric McAfee

Title: President

[1] Applicable Guarantors to be added at time of execution

ACKNOWLEDGED AND AGREED:

THIRD EYE CAPITAL CORPORATION

as Agent

Per: ___________________________

Name: Arif N. Bhalwani

Title: Managing Director

PROTAIR-X TECHNOLOGIES INC., as Lender

Per: ___________________________

Name: Dev Bhangui

Title: Chief Executive Officer

EXHIBIT 31.1

CERTIFICATIONS

I, Eric A. McAfee, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, June 30, 2024 of Aemetis, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, August 2, 2024

By: /s/ Eric A. McAfee

Eric A. McAfee
Chair of the Board and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Todd A. Waltz, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, June 30, 2024 of Aemetis, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, August 2, 2024

By: /s/ Todd A. Waltz

Todd A. Waltz
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Aemetis, Inc. (the "Company") on Form 10-Q for the period ended March 31, June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Eric A. McAfee, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Eric A. McAfee

Eric A. McAfee
Chair of the Board and Chief Executive Officer

Date: May 9, August 2, 2024

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Aemetis, Inc. (the "Company") on Form 10-Q for the period ended March 31, June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Todd Waltz, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Todd A. Waltz

Todd A. Waltz

Executive Vice President and Chief Financial Officer

Date: May 9, August 2, 2024

DISCLAIMER

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