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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934
Date of Report (Date of earliest event reported): August 5, 2024

LanzaTech Global, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-40282**	**92-2018969**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

8045 Lamon Avenue, Suite 400 Skokie, Illinois	60077
(Address of principal executive offices)	(Zip Code)

(847) 324-2400
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

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

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

Title of each class	**Trading Symbols**	**Name of each exchange on which registered**
Common Stock, par value $0.0001 per share	**LNZA**	**The Nasdaq Stock Market LLC**
Redeemable Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50	**LNZAW**	**The Nasdaq Stock Market LLC**

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

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

Item 1.01 Entry into a Material Definitive Agreement.

Convertible Note Purchase Agreement

On August 5, 2024, LanzaTech Global, Inc. (the "**Company**") entered into a Convertible Note Purchase Agreement (the "**Convertible Note Purchase Agreement**") with an accredited investor (the "**Investor**") pursuant to which the Company agreed to sell and issue to the Investor and other purchasers in a private placement transaction (the "**Private Placement**") in one or more closings up to an aggregate principal amount of $150.0 million of Convertible Notes (the "**Convertible Notes**"). As of August 6, 2024, we issued and sold $40.15 million of Convertible Notes to the Investor pursuant to the Convertible Note Purchase Agreement.

The Convertible Notes bear interest at a fixed rate of 8.00% per annum, which interest will be added to the outstanding principal amount of the Convertible Notes on the last day of the applicable interest period (beginning on the date of issuance of the applicable Convertible Note and ending on and including the earlier of (x) the anniversary date of such issuance and (y) the maturity date, the "**Interest Period**"); provided, however, that the Company is permitted to pay all interest payable during an Interest Period in cash pursuant to prior written notice to the Convertible Note holder.

The Convertible Notes will mature on August 6, 2029 (the "**Maturity Date**"), unless earlier redeemed or converted in accordance with their terms. The Convertible Notes are subject to mandatory conversion for shares of the Company's common stock, par value $0.0001 per share, upon the completion by the Company of an equity financing prior to the Maturity Date that results in the Company receiving minimum gross proceeds in an amount that is equal to the greater of (i) $40.0 million and (ii) 50% of the total principal amount under the outstanding Convertible Notes immediately following the final closing under the Convertible Note Purchase Agreement (a "**Qualified Equity Financing**") at a conversion price equal to the lower of (i) the lowest per-share selling price per share in the Qualified Equity Financing, less a 10% discount and (ii) the Valuation Cap (as defined below). The Convertible Notes are convertible at the option of the holders upon the completion by the Company of an equity financing prior to the Maturity Date that does not meet the definition of a Qualified Equity Financing (a "**Non-Qualified Equity Financing**") at a conversion price equal to the lower of (i) the lowest per-share selling price in the Non-Qualified Equity Financing and (ii) the Valuation Cap. The Convertible Notes are also convertible at the option of the holders any time prior to the Maturity Date at a conversion price equal to the Valuation Cap. The "**Valuation Cap**" is defined as, (i) with respect to any conversion of a Convertible Note issued at the initial closing under the Convertible Note Purchase Agreement, the price per share equal $1.52 (which, in the event that the Company has not, within 60 days of the initial closing under the Convertible Note Purchase Agreement, issued Convertible Notes having an aggregate principal amount of at least $80.0 million, will be adjusted to $1.25 per share), and (ii) with respect to a Convertible Note issued at any closing subsequent to the initial closing under the Convertible Note Purchase Agreement, the price per share equal to the *greater* of (a) $1.56 and (b) the closing price per share of the Company's common stock on the date prior to such closing. The Valuation Cap is subject to adjustment based on the Company's holdings in LanzaJet, Inc., and the conversion price in all cases is subject to adjustment for stock splits, reclassifications, redesignations, subdivisions, recapitalizations, and dividends.

The Convertible Notes contain provisions that preclude conversion if such conversion would result in the issuance of more than 19.9% of the Company's currently outstanding common stock in the aggregate or in a change of control under Nasdaq marketplace rules, prior to obtaining stockholder approval. Prior to such stockholder approval, a holder may not convert its Convertible Note if the holder, together with its affiliates, would beneficially own more than 19.9% of the number of shares of the Company's outstanding common stock immediately after giving effect to such exercise. The Company has agreed to use its reasonable best efforts to obtain the required stockholder approvals at a special meeting of its stockholders, to be held no later than 60 days following the date of the initial closing under the Convertible Note Purchase Agreement, subject to certain exceptions.

The Convertible Notes may not be prepaid or redeemed by the Company, either in whole or in part, without the consent of the holders of the Convertible Notes representing a majority of the principal amount of all of the Convertible Notes then outstanding (the "**Requisite Holders**"), provided that the Company may redeem and prepay all then-outstanding Convertible Notes without such consent of the Requisite Holders (i) until August 6, 2025, in an amount equal to one and one half times the redeemed principal amount on the Convertible Notes; (ii) between

August 7, 2025 and August 6, 2027, in an amount equal to two times the redeemed principal amount; and (iii) after August 6, 2027, in an amount equal to three times the redeemed principal amount; in all such cases, any and all accrued and unpaid interest on the Convertible Notes to be deemed to have been repaid in connection with the redemption.

The Convertible Note Purchase Agreement contains customary representations and warranties as well as certain covenants applicable to the Company until each closing.

Registration Rights Agreement

Also on August 5, 2024, the Company entered into a Registration Rights Agreement with the Investor, (the "**Registration Rights Agreement**") which provides that the Company will register for resale under the Securities Act the shares of common stock issuable upon conversion of the Convertible Notes. The Company is required to prepare and file a registration statement with the Securities and Exchange Commission (the "**SEC**") no later than the 120th calendar day following the final closing under the Convertible Note Purchase Agreement and to use its reasonable best efforts to have the registration statement declared effective within 30 days thereafter, subject to certain exceptions and specified penalties if timely effectiveness is not achieved.

The Company has also agreed to, among other things, indemnify the Convertible Note holders, their officers, directors, agents, partners, members, managers, stockholders, affiliates, investment advisers and employees under the registration statement from certain liabilities and pay all fees and expenses incident to the Company's obligations under the Registration Rights Agreement.

The foregoing summaries of the Convertible Note Purchase Agreement, the Convertible Note and the Registration Rights Agreement (the "**Transaction Documents**") do not purport to be complete and are qualified in their entirety by the full text of the form of Convertible Note Purchase Agreement, the form of Convertible Note and the form of Registration Rights Agreement, copies of which are being filed as Exhibits 10.1, 4.1 and 10.2 to this Current Report on Form 8-K, respectively, and are incorporated by reference herein. The Transaction Documents are not intended to be a source of factual, business or operational information about the Company or its subsidiaries. The representations, warranties and covenants contained in the Transaction Documents were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreements, and may be subject to limitations agreed upon by the parties, including being qualified by disclosures for the purpose of allocating contractual risk between the parties instead of establishing matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or security holders. Accordingly, investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties.

This Current Report on Form 8-K does not constitute a solicitation of a proxy, and is not a substitute for the proxy statement or any other document that may be filed by the Company with the SEC. Neither the Convertible Notes, nor any shares of LanzaTech's common stock issuable upon conversion of the Notes, have been registered under the Securities Act of 1933 or any state securities laws, and unless so registered, may not be offered or sold in the United States absent registration or an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933 and other applicable securities laws. This Current Report on Form 8-K is neither an offer to sell nor a solicitation of an offer to buy any securities, nor shall it constitute an offer, solicitation or sale of any securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

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

The disclosure set forth above under the Item 1.01 under the heading "**Convertible Note Purchase Agreement**" is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above under Item 1.01 is incorporated herein by reference. The Private Placement was made in reliance on an exemption from the registration requirements of the Securities Act, pursuant to Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated thereunder. The Investor represented in the Convertible Note Purchase Agreement that it was, on the date of entry into the Convertible Note Purchase Agreement, an "accredited investor" as defined in Rule 501(a) under the Securities Act.

Forward-looking Statements

This Current Report on Form 8-K includes forward-looking statements regarding, among other things, the plans, strategies and prospects, both business and financial, of LanzaTech. These statements are based on the beliefs and assumptions of LanzaTech's management. Although LanzaTech believes that its plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, LanzaTech cannot assure you that it will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," "intends" or similar expressions. The forward-looking statements are based on projections prepared by, and are the responsibility of, LanzaTech's management. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside LanzaTech's control, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. LanzaTech may be adversely affected by other economic, business, or competitive factors, and other risks and uncertainties, including market conditions and the satisfaction of closing conditions with respect to the Private Placement, as well as those described under the header "Risk Factors" in its Annual Report on Form 10-K for the year ended December 31, 2023 filed by LanzaTech with the SEC, its subsequent Quarterly Reports on Form 10-Q, its Current Reports on Form 8-K and in future SEC filings. New risk factors that may affect actual results or outcomes emerge from time to time and it is not possible to predict all such risk factors, nor can LanzaTech assess the impact of all such risk factors on its business, or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. Forward-looking statements are not guarantees of performance. You should not put undue reliance on these statements, which speak only as of the date hereof. All forward-looking statements attributable to LanzaTech or persons acting on its behalf are expressly qualified in their entirety by the foregoing cautionary statements. LanzaTech undertakes no obligations to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Form of Convertible Promissory Note
10.1	Form of Convertible Note Purchase Agreement, dated August 5, 2024
10.2	Form of Registration Rights Agreement, dated August 5, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Dated: August 8, 2024

LANZATECH GLOBAL, INC.

By:	/s/ Joseph Blasko
Name:	Joseph Blasko
Title:	General Counsel and Corporate Secretary

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON ANY CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED BY ANY PERSON, INCLUDING A PLEDGEE, UNLESS (1) EITHER (A) A REGISTRATION WITH RESPECT THERETO SHALL BE EFFECTIVE UNDER THE SECURITIES ACT, OR (B) THE COMPANY SHALL HAVE RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IS AVAILABLE, AND (2) THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS.

LANZATECH GLOBAL, INC.

CONVERTIBLE PROMISSORY NOTE

$[ ] [__], 2024

FOR VALUE RECEIVED, LanzaTech Global, Inc., a Delaware corporation (the "***Company***"), promises to pay to [_____] (the "***Holder***") the principal sum of $[ ] (such amount, inclusive of any PIK Interest (as defined below), the "***Principal Amount***"), together with interest as provided herein. This note (this "***Note***") is issued pursuant to that certain Convertible Note Purchase Agreement, dated as of [__], 2024, as may be amended from time to time (the "***Purchase Agreement***"), by and among the Company, the Holder and the other purchasers of the Company's convertible promissory notes party thereto, if any. This Note is one of a series of notes of like tenor that shall not exceed an aggregate principal amount of $150,000,000 issued by the Company pursuant to the Purchase Agreement (the "***Notes***"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject and to which the Holder, by the acceptance of this Note, agrees:

1. Maturity Date; Application of Payments.

(a) *Maturity Date*. Subject to the provisions set forth in Section 4 below, the entire Outstanding Amount shall immediately become due and payable upon the earlier to occur of: (i) [__], 2029[1] (the "***Maturity Date***"), and (ii) the occurrence of a declaration of acceleration pursuant to Section 3(b).

(b) *Application of Payments*. Each of the Notes shall rank equally without preference or priority of any kind over one another, and all payments payable on account of the Outstanding Amounts on the Notes shall be paid and applied ratably and proportionately on the Outstanding Amounts of all outstanding Notes on the basis of their original principal amount.

[1] Note to Draft: To be the date that is 60 months following the initial Closing under the Purchase Agreement.

All payments under this Note will be applied first to the repayment of accrued fees and expenses under this Note, then to accrued interest until all then-outstanding accrued interest has been paid in full, and then to the repayment of the Principal Amount until the Principal Amount has been paid in full.

2. Interest.

(a) Unless earlier converted as provided in Section 4 below, during each Interest Period, interest shall accrue on the Principal Amount during such Interest Period at a rate equal to 8.00% per annum; which interest shall be added to the outstanding Principal Amount of the Note on the last day of the applicable Interest Period ("***PIK Interest***"); provided, however, that the Company shall be permitted to pay all interest payable during such Interest Period in cash if the Company provides written notice of such payment to the Holder no later than five Business Days prior to the last day of any applicable Interest Period. Interest on the Note shall be computed on the basis of a 360-day year composed of twelve 30-day months and for partial months, on the basis of the number of days actually elapsed in the 30-day month. Each interest payment made shall be reflected on an updated Conversion/PIK Schedule, containing at a minimum the information shown on Schedule 1 hereto.

(b) Anything herein to the contrary notwithstanding, if during any period for which interest is computed hereunder, the amount of interest computed on the basis provided for in this Note, together with all fees, charges and other payments which are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, would exceed the amount of such interest computed on the basis of the Highest Lawful Rate, then the Company shall not be obligated to pay, and Holder shall not be entitled to charge, collect, receive, reserve or take, interest in excess of the Highest Lawful Rate, and during any such period the interest payable hereunder shall be computed on the basis of the Highest Lawful Rate. "***Highest Lawful Rate***" means the maximum non-usurious rate of interest, as in effect from time to time, which may be charged, contracted for, reserved, received or collected by Holder in connection with this Note under applicable law.

(c) The Company and the Holder acknowledge that the Note will be treated as issued with original issue discount for U.S. federal income tax purposes, within the meaning of section 1273 of the IRC. The issue price, amount of original issue discount, issue date and yield to maturity for the Note has been provided to Holder on the date hereof and may also be obtained by submitting a written request for such information to the Company at LanzaTech Global, Inc., 8045 Lamon Avenue, Suite 400, Skokie, Illinois 60077 and to the attention of Geoff Trukenbrod (Geoff@lanzatech.com), and Joe Blasko (Joe.Blasko@lanzatech.com).

3. Events of Default.

(a) Any one or more of the following events shall constitute an "***Event of Default***" under this Note:

(i) The Company fails to pay any of the Principal Amount when due and payable on the Maturity Date, upon a declaration of acceleration or otherwise;

(ii) The Company fails to pay interest on the Note when due and payable (other than PIK Interest), and the default continues for a period of 30 days;

(iii) The Company fails to comply with its obligation to convert the Notes upon exercise of the Holder's conversion right in accordance with this Note and such failure continues for a period of five Business Days; provided, however, that a failure to convert the Note due to a violation of the Beneficial Ownership Limitation or the Share Conversion Cap shall not constitute a default or an Event of Default hereunder;

(iv) The Company materially breaches any of its covenants under the Purchase Agreement or Section 7 of this Note and (if capable of cure) fails to cure such breach within 15 days after the Requisite Noteholders deliver written notice of such breach to the Company;

(v) Any representations or warranties by Company in this Note or in the Purchase Agreement shall be untrue in any material respect;

(vi) This Note shall at any time cease to be valid and binding or in full force and effect (other than upon full satisfaction or repayment in accordance with the terms hereof);

(vii) Any default by the Company with respect to any mortgage, agreement or other instrument under which Indebtedness may be outstanding for borrowed money in excess of $2,500,000 in the aggregate, whether such Indebtedness now exists or shall be hereafter created, constituting a failure to pay the principal or interest of any such debt when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, and such acceleration shall not have been rescinded or annulled or such failure to pay has not been cured, as the case may be, within 30 days after written notice to the Company;

(viii) The Company's or any Designated Subsidiary's Board of Directors (or equivalent governing body) or equityholders adopt a resolution for the liquidation, dissolution or winding up of the Company or any such Designated Subsidiary, as applicable;

(ix) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (A) relief in respect of the Company or any Designated Subsidiary, or of a substantial part of the property or assets of the Company or any Designated Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (B) the appointment of a receiver,

trustee, custodian, sequestrator, conservator or similar official for the Company or any Designated Subsidiary or for a substantial part of the property or assets of the Company or any Designated Subsidiary, or (C) the winding-up or liquidation of the Company, or Subsidiary and any such proceeding or petition shall continue undismissed for 60 days after filing or an order or decree approving or ordering any of the foregoing shall be entered;

(x) The Company or any Designated Subsidiary shall (A) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (B) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in Section 3(a)(vii) above, (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Designated Subsidiary or for a substantial part of the property or assets of the Company or any Designated Subsidiary, (D) make a general assignment for the benefit of creditors, or (E) take any action for the purpose of effecting any of the foregoing; or

(xi) The Common Stock ceases to be listed or quoted on any of the New York Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their successors).

(b) *Rights upon Event of Default*. Upon the occurrence and during the continuance of an Event of Default, the interest rate on this Note shall increase by 4.0% per annum, and (other than an Event of Default described in Section 3(a)(ix) or 3(a)(x)), the Holder may, by notice to the Company, declare the entire Outstanding Amount thereon to be due and payable, whereupon the Outstanding Amount shall become immediately due and payable. Upon the occurrence of any Event of Default described in Section 3(a)(ix) or 3(a)(x), immediately and without notice or any further action required by the Holder, the Outstanding Amount shall become due and payable.

4. Conversion.

(a) *Mandatory Financing Conversion*. Subject to and in compliance with the provisions of this Section 4 below, upon the closing by the Company of an equity financing transaction at any time prior to the Maturity Date resulting in the Company receiving minimum gross proceeds in an amount that is the greater of (i) $40,000,000 and (ii) 50% of the total principal amount under the outstanding Notes immediately following the final Closing (excluding for these purposes the aggregate Outstanding Amount of this Note and any other convertible promissory notes or other instruments issued by the Company that are converting in connection with such financing) from the sale and issuance by the Company of Common Stock or any convertible preferred stock (such financing, a "***Qualified Equity Financing***", and such Common Stock or convertible preferred stock, as the case may be, issued and sold in such financing, the "***Qualified Equity Financing Stock***"), the entire Outstanding Amount and any accrued and unpaid interest thereon shall, subject to the Share Conversion Cap, convert into a

number of Conversion Shares (as defined below) equal to the quotient of (i) the Outstanding Amount, divided by (ii) the Qualified Financing Conversion Price (as defined below). For the avoidance of doubt, a Qualified Equity Financing shall not include any issuance of Notes by the Company. Upon conversion of this Note pursuant to this Section 4(a), the Holder hereby agrees to execute and deliver all such agreements relating to the purchase and sale of the Qualified Equity Financing Stock as well as any other stockholder agreements as are executed and delivered by all other investors participating in such Qualified Equity Financing.

(b) *Optional Financing Conversion*. Subject to and in compliance with the provisions of this Section 4 upon the closing by the Company at any time prior to the Maturity Date of an equity financing that does not qualify as a Qualified Equity Financing in which the Company sells and issues shares of Common Stock or convertible preferred stock (a "***Non-Qualified Equity Financing***" and such Common Stock or convertible preferred stock, as the case may be, issued and sold in such financing, the "***Non-Qualified Equity Financing Stock***"), at the option of the Holder pursuant to notice delivered to the Company by the Holder prior to the consummation of such Non-Qualified Equity Financing, and subject to the Share Conversion Cap, all or a portion of the entire Outstanding Amount and shall convert into a number of Conversion Shares equal to the quotient of (i) the Outstanding Amount and any accrued and unpaid interest thereon, divided by (ii) the Non-Qualified Financing Conversion Price. Upon conversion of this Note pursuant to this Section 4(b), the Holder hereby agrees to execute and deliver all such agreements relating to the purchase and sale of the Non-Qualified Equity Financing Stock as well as any other stockholder agreements as are executed and delivered by all other investors participating in such Non-Qualified Equity Financing. For the avoidance of doubt, a Non-Qualified Equity Financing shall not include any issuance of Notes by the Company.

(c) *Optional Conversion on or Before Maturity*. Subject to and in compliance with the provisions of this Section 4, at any time on or prior to the Maturity Date, the Holder may, subject in all cases to the Valuation Cap and the Share Conversion Cap, elect to convert the entire Outstanding Amount into a number of Conversion Shares equal to the quotient of (i) the aggregate outstanding Principal Amount and accrued and unpaid interest thereon, divided by (ii) the Valuation Cap.

(d) No mandatory or optional conversion pursuant to this Section 4 will be triggered upon (i) the grant or exercise of additional equity securities by the Company under the Company's existing employee benefit plans, (ii) the issuance of shares upon the exercise or conversion of securities exercisable for, or convertible into, Common Stock outstanding on the date hereof, (iii) the issuance of Common Stock pursuant to an obligation of the Company in effect on the date hereof, (iv) the issuance or conversion of any Notes and (v) sales of Common Stock made by the Company under the At Market Issuance Sales Agreement, dated as of May 9, 2024, with B. Riley Securities, Inc. or any successor at-the-market program (collectively, a "***Permitted Issuance***").

(e) If the Company, at any time during which this Note is outstanding:

(i) undergoes a reclassification, redesignation, subdivision, or recapitalization of its outstanding shares of Common Stock or makes any payment of a non-cash (stock) dividend on its outstanding shares of Common Stock, then in each case, the Valuation Cap for the purposes of conversions pursuant to this Section 4 shall be multiplied by a fraction, of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon conversion pursuant to this Section 4 shall be proportionately adjusted;

(ii) issues to all or substantially all holders of Common Stock, rights, options or warrants (other than as a Permitted Issuance) to subscribe to or purchase shares of Common Stock at a price per share that is less than the closing price on the Nasdaq Stock Market on the date of such issuance, then the Valuation Cap for the purposes of conversions pursuant to this Section 4 shall be multiplied by a fraction, of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event plus a number of shares of Common Stock obtained by dividing (x) the aggregate price payable to exercise such rights, options or warrants by (y) the closing price of the Common Stock on the Nasdaq Stock Market on the date of such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding before such event plus the total number of shares of Common Stock issuable pursuant to such rights, options or warrants, and the number of shares issuable upon conversion pursuant to this Section 4 shall be proportionately adjusted; or

(iii) makes a cash dividend to all or substantially all holders of Common Stock, then the Holder shall be entitled to such dividend only with respect to the Conversion Shares that it receives prior to the record date for determination of stockholders entitled to receive such dividend.

Any adjustment to the Valuation Cap made pursuant to this Section 4 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. Such adjustments to the Valuation Cap will not be required in connection with a Permitted Issuance.

(f) *Conversion Procedure*.

(i) *Mandatory Conversions*. Upon mandatory conversion of this Note pursuant to Section 4(a) above, the Holder shall surrender this Note to the Company.

(ii) *Optional Conversions*. To effect an optional conversion of all or a portion of this Note pursuant to Section 4(b) above, the Holder shall deliver to the Company, no later than three Business Days following the date on which the Company provides notice to the Holder of its intent to complete the Non-Qualified Equity

Financing (from which date until the consummation or termination of the Non-Qualified Equity Financing, the Holder agrees to keep confidential any information provided by the Company regarding the planned Non-Qualified Equity Financing) a Notice of Conversion, substantially in the form attached hereto as Annex A (each, a "***Notice of Conversion***"), specifying the portion of the Principal Amount (and any accrued and unpaid interest thereon) to be converted and the date on which such conversion shall be effected (such date, the "***Conversion Date***"). To effect an optional conversion of all or a portion of this Note pursuant to Section 4(c) above, the Holder shall deliver to the Company, no later than five Business Days prior to the Conversion Date, a Notice of Conversion specifying the portion of the Principal Amount (and any accrued and unpaid interest thereon) to be converted and the requested Conversion Date. If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be, in the case of optional conversions pursuant to Section 4(b), the date of closing of the Non-Qualified Equity Financing, and in the case of optional conversions pursuant to Section 4(c), five Business Days after the date on which such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion, nor any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form shall be required. To effect optional conversions pursuant to Section 4(b) or 4(c) above, the Holder shall not be required to physically surrender this Note to the Company unless the entire Principal Amount of this Note has been so converted. Conversions hereunder shall have the effect of reducing the outstanding Principal Amount of this Note (and any accrued and unpaid interest thereon) in an amount equal to the applicable principal amount of the Notes so converted. The Company shall maintain a Conversion/PIK Schedule, containing at a minimum the information shown on Schedule 1 hereto, and showing historically, among other things, any Principal Amounts converted and the date of such conversions.

At the Company's expense, the Company shall thereafter (in the case of optional conversions, not later than one Business Day after the Conversion Date) issue and deliver to the Holder, in book-entry form, the number of Conversion Shares to which the Holder shall be entitled upon such conversion of this Note, including a check payable to the Holder for any cash amounts payable in lieu of fractional shares as described in Section 4(h) below.

(g) *Note No Longer Outstanding*. Upon conversion or repayment of this Note, this Note shall no longer be deemed to be outstanding and all rights of the Holder as a holder of this Note shall cease, and the Company shall be released from all of its obligations and liabilities hereunder.

(h) *Fractional Shares*. No fractional equity securities shall be issued upon conversion of this Note. The Company shall, in lieu of issuing any fractional equity securities, pay the Holder cash equal to the product of such fraction multiplied by the applicable conversion price on the date of conversion.

5. Limitations on Conversions.

(a) *Share Conversion Cap*. Notwithstanding anything to the contrary in this Note, prior to the receipt of Nasdaq Stockholder Approval, or following the receipt of Nasdaq

Stockholder Approval and prior to the Authorized Share Amendment Date, as applicable, the aggregate number of shares of Common Stock issuable upon conversions of all outstanding Notes (including pursuant to a mandatory conversion under Section 4(a) of the Note) shall be subject to, and shall not exceed, the Share Conversion Cap.

(b) *Beneficial Ownership Limitation*. Notwithstanding anything to the contrary set forth in this Note, unless and until the Company has obtained the Nasdaq Stockholder Approval, the Holder shall not have the right to convert any portion of this Note (including pursuant to a mandatory conversion under Section 4(a) of the Note), to the extent that, after giving effect to such attempted conversion set forth on the Notice of Conversion, the Holder (or any of the Holder's Affiliates or any other Person who would be a beneficial owner of Common Stock beneficially owned by the Holder for purposes of Section 13(d) or Section 16 of the Exchange Act and the applicable rules and regulations of the Commission, including any "group" of which the Holder is a member (the foregoing, "***Attribution Parties***") would beneficially own a number of shares of Common Stock in excess of the Beneficial Ownership Limitation. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note, subject to the Notice of Conversion, with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Conversion Shares issuable upon conversion of this Note, and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by the Holder or any of its Attribution Parties that are subject to and would exceed a limitation on conversion or exercise similar to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this Section 5(b), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the applicable rules and regulations of the Commission, and the terms "beneficial ownership" and "beneficially own" have the meanings ascribed to such terms therein. In addition, for purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and the applicable rules and regulations of the Commission. For purposes of this Section 5(b), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual filing with the Commission, as the case may be, (ii) a more recent public announcement by the Company that is filed with the Commission, or (iii) a more recent notice by the Company or the Company's transfer agent to the Holder setting forth the number of shares of Common Stock then outstanding. For any reason at any time, upon the written request of the Holder (which may be by e-mail), the Company shall, within three Business Days of such request, confirm in writing to the Holder (which may be by e-mail) the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to any actual conversion or exercise of securities of the Company, including conversion of this Note, by the Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was last publicly reported or confirmed to the Holder. The "***Beneficial Ownership Limitation***" shall initially be set at the discretion of the Holder to a percentage between 0% and 19.9% of the number of shares of the Common Stock outstanding or deemed to be outstanding as of the applicable measurement date,

and such percentage shall be set at 9.9% if the Holder does not make such designation. The Company shall be entitled to rely on representations made to it by the Holder in any Notice of Conversion regarding its Beneficial Ownership Limitation and shall have no obligation to verify or confirm the accuracy of such determination. Notwithstanding the foregoing, by written notice to the Company, (i) the Holder may reset the Beneficial Ownership Limitation percentage to a higher percentage, not to exceed 19.9%, and (ii) the Holder may reset the Beneficial Ownership Limitation percentage to a lower percentage, provided that such increase or decrease shall not become effective until the 61st day after such written notice is delivered to the Company. Upon such a change by the Holder of the Beneficial Ownership Limitation, not to exceed 19.9%, the Beneficial Ownership Limitation may not be further amended by the Holder without first providing the minimum notice as required by this Section 5(b). The provisions of this Section 5(b) shall be construed, corrected and implemented in a manner so as to effectuate the intended Beneficial Ownership Limitation herein contained, and the shares of Common Stock underlying this Note in excess of the Beneficial Ownership Limitation shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act.

(c) Any purported delivery of shares of Common Stock upon the conversion of the Notes shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the converting Holder violating the Share Conversion Cap or the Beneficial Ownership Limitations.

(d) If the Company receives a Notice of Conversion from more than one Holder of Notes for the same Conversion Date, and due to the Share Conversion Cap, Beneficial Ownership Limitation or for any other reason, the Company can convert some, but not all of the Notes submitted for conversion on such Conversion Date into Common Stock, then the Company shall convert from each Holder of Notes electing to have Notes converted on such Conversion Date a pro rata amount of such Holder's portion of its Notes submitted for conversion based on the principal amount of Notes submitted for conversion on such date by such Holder relative to the aggregate principal amount of all Notes submitted for conversion on such Conversion Date. Any Notes surrendered for conversion for which any shares of Common Stock are not required to be delivered pursuant to this Section 5 shall not be converted or extinguished and shall instead be returned to the holders and shall remain outstanding.

6. Redemption

(a) Except as set forth in this Section 5, this Note shall not be prepaid and redeemed by the Company, either in whole or in part, without the consent of the Requisite Noteholders (a "***Consent Redemption***"). The redemption price in any Consent Redemption shall be equal to the Outstanding Amount; provided, however that any such prepayment and redemption shall be made on a pro rata basis on all then-outstanding Notes.

(b) (i) Until [__], 2025, the Company may, without consent of the Requisite Noteholders, redeem and prepay the then-outstanding Notes in full, on the date of such redemption (the "***Redemption Date***"), in an amount equal to one and one half times the Redeemed Principal Amount, (ii) if the Redemption Date falls on or after [__], 2025 but before

[__], 2027, the Company may, without consent of the Requisite Noteholders, redeem and prepay the then-outstanding Notes in full, in an amount equal to two times the Redeemed Principal Amount and (iii) if the Redemption Date falls on or after [__], 2027, the Company may, without consent of the Requisite Noteholders, redeem and prepay the then-outstanding Notes in full on the Redemption Date, in an amount equal to three times the Redeemed Principal Amount. Upon such redemption and prepayment pursuant to clauses (i), (ii) and (iii), any and all accrued and unpaid interest on the Notes shall be deemed to have been repaid.

(c) The Company shall provide to each Holder at least 10 Business Days' notice of any such prepayment and redemption (a "***Redemption Notice***") and shall permit each Holder to exercise their optional conversion rights pursuant to Section 4(c) from the date of the Redemption Notice to the Redemption Date. All Redemption Notices shall state:

(i) the Redemption Date;

(ii) the redemption price, calculated in accordance with this Section 5 (the "***Redemption Price***");

(iii) if pursuant to a Consent Redemption less than all the outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any such Notes, the Outstanding Amounts) of the particular Notes to be redeemed;

(iv) in case any Note is to be redeemed in part only pursuant to a Consent Redemption, that on and after the Redemption Date, upon surrender of such Note, the Holder will receive, without charge, a new Note or Notes for the Outstanding Amount thereof remaining unredeemed;

(v) that on the Redemption Date the redemption price will become due and payable upon each such Note to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date;

(vi) the place or places where each such Note is to be surrendered for payment of the Redemption Price; and

(vii) that the Notes are subject to conversion.

The Redemption Notice shall be irrevocable. The Notes so to be redeemed shall, on the Redemption Date, become due and payable at the redemption amount therein specified, and from and after such date (unless the Company shall default in the payment of the redemption amount for each Note, including accrued interest) such Notes shall cease to bear interest. Upon surrender of any such Note for redemption in accordance with the Redemption Notice, such Note shall be paid by the Company at the redemption amount, together with accrued interest to the Redemption Date. If any Note called for redemption shall not be so paid upon surrender thereof for redemption, such event shall constitute an Event of Default for purposes of this Note and the

principal and any premium shall, until paid, bear interest from the Redemption Date at the rate prescribed in the Note.

(d) The Holder shall surrender any Note which is to be redeemed only in part to the Company, and the Company shall execute and deliver to the Holder of such Note without service charge, a new Note or Notes, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

7. Covenants.

(a) *Dividends and Share Repurchases.* For so long as any Notes remain outstanding, the Company shall not pay any dividends, make any repurchases of its equity (other than equity securities issued pursuant the Company's employee benefit plans or in connection with the termination of an employee of the Company) or enter into any similar transactions without the consent of the Requisite Noteholders.

(b) *Indebtedness*. Without the prior written consent of the Requisite Noteholders, for so long as any Notes remain outstanding, the Company shall not create, incur, assume or suffer to exist any Indebtedness that is senior to the Notes, or cause its Subsidiary to do so, other than:

(i) Indebtedness outstanding on the date hereof listed on Schedule 2 and any renewal or replacement thereof, so long as such renewal or replacement does not increase the amount of such Indebtedness;

(ii) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(iii) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(iv) obligations to make payments of cash in lieu of fractional shares;

(v) Indebtedness owed by any Subsidiary to the Company or any other Subsidiary;

(vi) unsecured Indebtedness consisting of earn-outs, obligations with respect to purchase price adjustments, and other deferred payments of a similar nature and customary indemnification and similar obligations;

(vii) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business;

(viii) customer deposits and advance payments received in the ordinary course of business;

(ix) Indebtedness consisting of capitalized lease obligations and purchase money Indebtedness, in each case incurred by Company or any Subsidiary to finance the acquisition, repair, improvement or construction of fixed or capital assets of such Person, provided that the principal amount of such Indebtedness, individually, does not exceed the lower of the cost or fair market value of the property so acquired or built or of such repairs or improvements financed with such Indebtedness (each measured at the time of such acquisition, repair, improvement or construction is made);

(x) Indebtedness in respect of letters of credit, bank guarantees, bonds and similar instruments issued for the account of the Company or any Subsidiary in the ordinary course of business supporting obligations under (A) workers' compensation, unemployment insurance and other social security laws and (B) bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and obligations of a like nature; in an aggregate amount for (A) and (B) not to exceed $5,000,000 at any time; and

(xi) extensions, refinancings, modifications, amendments and restatements of any items permitted by clauses (i) through (x) above; provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Company, or its Subsidiary, as the case may be.

(c) *Liens.* Without the prior written consent of the Requisite Noteholders, for so long as any Notes remain outstanding, the Company shall not create, incur, assume or permit to exist any Lien upon any of its property, revenues or assets, whether now owned or hereafter acquired, or permit any Subsidiary to do so, other than:

(i) Liens outstanding on the date hereof listed on Schedule 3 and any renewal or replacement thereof, so long as such renewal or replacement does not increase the amount of the Indebtedness secured thereby;

(ii) Liens for taxes, fees, assessments or other government charges or levies, either (A) not due and payable or (B) being contested in good faith and for which the Company maintains adequate reserves on its books;

(iii) purchase money Liens or capital leases existing on equipment or software when acquired, if the Lien is confined to the property and any accessions, attachments, replacements and improvements thereon and the proceeds of the equipment and software;

(iv) Liens securing non-cash investments in joint ventures, corporate collaborations or strategic alliances in the ordinary course of business consisting of the licensing of technology, the development of technology or the providing of technical support;

(v) Liens of carriers, warehousemen, suppliers, or other persons that are possessory in nature arising in the ordinary course of business so long as such Liens

attach only to inventory and are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(vi) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business;

(vii) leases or subleases of real property granted in the ordinary course of business, and leases, subleases, nonexclusive licenses or sublicenses of personal property granted in the ordinary course of business;

(viii) licenses of the Company's intellectual property granted to third parties in the ordinary course of business, and licenses of intellectual property that could not result in a legal transfer of title of the licensed property;

(ix) Liens arising from attachments or judgments, orders, or decrees;

(x) licenses of over-the-counter software that is commercially available to the public;

(xi) deposits or pledges to secure the performance of bids, tenders, trade contracts, governmental contracts, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) arising in the ordinary course of business;

(xii) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and title defects affecting real property that, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole;

(xiii) Liens on insurance proceeds in favor of insurance companies granted solely as a security for financed premiums to the extent the Indebtedness secured thereby is permitted under Section 7(b)(vii);

(xiv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(xv) purported Liens evidenced by the filing of precautionary Uniform Commercial Code financing statements relating solely to operating leases of personal property and analogous filings under applicable law outside of the United States;

(xvi) judgment Liens in existence for less than 45 days after the entry thereof or with respect to which execution has been stayed or the payment of which is covered in full (subject to a customary deductible) by insurance maintained with responsible insurance companies;

(xvii) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in (i) through (xvi), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness may not increase.

(d) *Reservation of Shares; Listing*. The Company covenants that, subject to the Requisite Stockholder Approvals, and the filing with and acceptance by, the Secretary of State of the State of Delaware of the Authorized Share Amendment, it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock a sufficient number of shares of Common Stock for the sole purpose of issuance upon conversion of this Note, free from preemptive rights or any similar rights, taxes, liens, charges, encumbrances or other actual contingent purchase rights of Persons other than the Holder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable, with the Holder being entitled to all rights accorded to a holder of Common Stock. The Company will cause each share of Common Stock issued pursuant to the terms of this Note to be admitted for listing on the Nasdaq Stock Market.

(e) *Covenant to Seek Approvals*. The Company shall use its reasonable best efforts to obtain the Requisite Stockholder Approvals at a special meeting of its stockholders (the "***Special Meeting***"), which such Special Meeting shall be held no later than 60 days following the date hereof (or 90 days following the date hereof in the event that the staff of the Commission conducts a review of the preliminary proxy statement filed in connection with the Special Meeting) (the "***Requisite Stockholder Approval Deadline***"). The Company shall use its reasonable best efforts to (i) solicit its stockholders' approval of such resolutions, including engaging a proxy solicitor reasonably acceptable to the Requisite Noteholders and causing such proxy solicitor to reasonably assist in the solicitation of proxies in connection with the Special Meeting; and (ii) cause the Board of Directors to recommend to the stockholders that they approve such resolutions. If approval by the Company's stockholders of the Requisite Stockholder Approvals are obtained at such meeting, the Company shall cause the Authorized Share Amendment to be duly adopted and filed with the Secretary of State of the State of Delaware no later than one Business Day following the receipt of such approval. If the Requisite Stockholder Approvals are not obtained at the Special Meeting, the Company shall cause an additional stockholder meeting to be held within 90 days of the date of the Special Meeting (the "***Extended Stockholder Approval Period***"). If the Requisite Stockholder Approvals are not obtained within the Extended Stockholder Approval Period, then the Company shall convene additional stockholder meetings every 90 days thereafter until the Requisite Stockholder Approvals are obtained.

8. Definitions.

(a) "***Affiliate***" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

(b) "***Authorized Share Amendment***" means an amendment to the Company's Amended and Restated Certificate of Incorporation, increasing the number of authorized shares of Common Stock by an amount equal to 200,000,000 (as such amount may be proportionately adjusted for any recapitalization, reorganization, reclassification, consolidation, subdivision, split-up, exchange of capital stock or similar event).

(c) "***Authorized Share Amendment Date***" means the date on which the Secretary of State of the State of Delaware has accepted the Authorized Share Amendment (which shall be following receipt by the Company of the Requisite Stockholder Approvals).

(d) "***Business Day***" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(e) "***Common Stock***" means common stock of the Company, par value $0.0001 per share.

(f) "***Conversion Shares***" means shares of Common Stock or convertible preferred stock of the Company.

(g) "***Designated Subsidiary***" means LanzaTech, Inc., LanzaTech NZ, Inc., LanzaTech Private Limited, LanzaTech Hong Kong Limited, LanzaTech NZ Limited, LanzaTech EU B.V., LanzaTech UK Limited and LanzaTech Fuels UK Limited.

(h) "***Indebtedness***" means (i) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit or (ii) obligations evidenced by notes, bonds, debentures or similar instruments; provided, however, that Indebtedness shall not include the Forward Purchase Agreement, dated February 3, 2023, by and among ACM ARRT H LLC, the Company (f/k/a AMCI Acquisition Corp. II) and LanzaTech NZ, Inc. and the Assignment and Novation Agreement, dated February 3, 2023, by and among the Company, LanzaTech NZ, Inc., ACM ARRT H LLC, and Vellar Opportunity Fund SPV LLC - Series 10, each as amended from time to time, or any amounts owed or obligations arising thereunder.

(i) "***Interest Period***" means, the period beginning on (and including) the date on which the Note is issued and ending on (and including) the earlier of (x) the anniversary date of such issuance and (y) the Maturity Date.

(j) "***LanzaJet***" means, LanzaJet, Inc., a Delaware corporation.

(k) "***Lien***" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property, or other priority or preferential arrangement of any kind or nature whatsoever, to secure payment of a debt or performance of an obligation.

(l) "***Nasdaq Stockholder Approval***" means the receipt by the Company of requisite approval from its stockholders in accordance with Nasdaq Stock Market Rule 5635 (i) to issue more than 19.9% of its outstanding shares of Common Stock at an issue price below the "minimum price" in connection with settlement of conversions of the Notes and (ii) to effect any "change of control" under Nasdaq Stock Market Rule 5635 in connection with settlement of conversions of the Notes.

(m) "***Non-Qualified Financing Conversion Price***" means the lower of (i) the lowest per-share selling price of Non-Qualified Financing Equity Financing Stock in the Non-Qualified Equity Financing and (ii) the Valuation Cap.

(n) "***Outstanding Amount***" means the outstanding Principal Amount and any unpaid accrued interest under or any other fees and expenses due pursuant to the terms of this Note.

(o) "***Person***" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(p) "***Qualified Financing Conversion Price***" means the lower of (i) the lowest per-share selling price of the Qualified Financing Equity Stock in the Qualified Equity Financing, less a 10% discount and (ii) the Valuation Cap.

(q) "***Redeemed Principal Amount***" means the original principal amount of this Note less any such principal amount that has been repaid or converted by the Company pursuant to this Note. For the avoidance of doubt, the Redeemed Principal Amount shall not include any PIK Interest.

(r) "***Requisite Stockholder Approvals***" means the Nasdaq Stockholder Approval and receipt by the Company of requisite approval from its stockholders of the Authorized Share Amendment.

(s) "***Share Conversion Cap***" means (i) as of any time prior to the receipt of Nasdaq Stockholder Approval, 39,553,013 shares of Common Stock (as such amount may be proportionately adjusted for any recapitalization, reorganization, reclassification, consolidation, subdivision, split-up, exchange of capital stock or similar event), and (ii) following the receipt of

Nasdaq Stockholder Approval and prior to the Authorized Share Amendment Date, 99,652,815 shares of Common Stock (as such amount may be proportionately adjusted for any recapitalization, reorganization, reclassification, consolidation, subdivision, split-up, exchange of capital stock or similar event), which amount shall be subject to increase on a share-by-share basis for any shares of Common Stock repurchased by the Company, or any reserves of shares of Common Stock released by the Company, on or after a Closing that remain available for re-issuance by the Company. For the avoidance of doubt, after the later to occur of the receipt of Nasdaq Stockholder Approval and the Authorized Share Amendment Date, the Share Conversion Cap shall no longer be applicable.

(t) "***Valuation Cap***" means, (i) with respect to any conversion pursuant to Section 4 that occurs with respect to a Note issued at the initial Closing under the Purchase Agreement, the price per share, on an as-converted to Common Stock basis, equal $1.52, and (ii) with respect to a Note issued at any Closing subsequent to the initial Closing under the Purchase Agreement, the price per share, on an as-converted to Common Stock basis, equal to the *greater* of (a) $1.56 and (b) the closing price per share of the Common Stock listed on the Nasdaq on the date prior to such subsequent Closing. In the event that the Company has not, within 60 days of the initial Closing under the Purchase Agreement, issued Notes having an aggregate principal amount of at least $80,000,000 (including this Note), the Valuation Cap with respect to a Note issued at the initial Closing shall be adjusted to a price per share, on an as-converted to Common Stock basis, equal to the *lower* of (a) $1.25 and (b) the closing price per share of the Common Stock listed on the Nasdaq on the date prior to such initial Closing. In the event that the Company has been issued or has received less than 60,000,000 shares of common stock of LanzaJet (inclusive of the 30,000,000 shares of LanzaJet common stock that were issued by LanzaJet to the Company prior to the date hereof), as such amount may be proportionately adjusted for any recapitalization, reorganization, reclassification, consolidation, subdivision, split-up, exchange of capital stock or similar event of LanzaJet, by the three-year anniversary of the initial Closing under the Purchase Agreement, then the Valuation Cap for any conversion occurring after the three-year anniversary of such initial Closing will be adjusted down by an amount equal to (A) (i) one *minus* (ii) the number of shares of common stock of LanzaJet issued to or received by the Company from LanzaJet as of the date of such conversion divided by 60,000,000 (as such amount may be proportionately adjusted for any recapitalization, reorganization, reclassification, consolidation, subdivision, split-up, exchange of capital stock or similar event of LanzaJet), *multiplied* by (B) $1.90.[2]

9. Miscellaneous.

(a) *No Stockholder Rights*. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of any equity securities of the Company that may at any time be issuable on the conversion hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a holder of equity securities of the Company or any right to vote for the election of directors or upon any matter submitted to holders of equity securities at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock,

[2] NTD: Equal to $375,000,000 divided by total number of shares of Company's common stock outstanding at the initial Closing.

change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Note shall have converted as provided herein.

(b) *Lost, Stolen or Mutilated Note*. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of unsecured indemnity satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid Principal Amount and dated as of the original date of this Note.

(c) *Assignment*. This Note may not be assigned by either party without the prior written consent of the other party hereto; provided, that, the Holder may assign this Note to any of its Affiliates without the prior consent of the Company. Subject to the Holder's compliance with the foregoing, this Note shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(d) *Expenses*. In the event any party is required to engage the services of an attorney for the purpose of enforcing this Note, or any provision thereof, the prevailing party shall be entitled to recover its reasonable expenses and costs in enforcing this Note, including attorneys' fees.

(e) *No Set-Off*. This Note is absolutely and unconditionally payable by the Company and is without any right of setoff which the Company now has, or may later acquire, with respect to any claim against the Holder.

(f) *Waivers*. The Holder shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights and/or remedies hereunder, and no waiver whatsoever shall be valid unless in writing, signed by the Holder, and then only to the extent therein set forth. A waiver by the Holder of any right or remedy hereunder on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy which the Holder would otherwise have on any future occasion. All rights and remedies of the Holder shall be cumulative and may be exercised singly or concurrently.

(g) *Presentment*. Presentment for payment, protest, notice of dishonor, notice of protest and all other notices in connection with the delivery, performance and enforcement of this Note are hereby waived by the Company.

(h) *Governing Law*. This Agreement shall be governed by the internal law of the State of New York, without regard to the conflicts of laws provisions thereof.

(i) *Dispute Resolution*. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Note, (b) agree not to commence any suit,

action or other proceeding arising out of or based upon this Note except in the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York and to the jurisdiction of the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Note or the subject matter hereof may not be enforced in or by such court.

(j) [Reserved.]

(k) *Other*. This Note is subject to all of the terms, conditions and limitations set forth in Section 7 of the Purchase Agreement, which section is hereby incorporated into this Note, mutatis mutandis, as if it was set forth in its entirety herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Note has been executed and delivered as of the date first written above.

LANZATECH GLOBAL, INC.

By:_____
Name:
Title:

Agreed and acknowledged:

[NOTEHOLDER]

By:_____
Name:
Title:

[Signature Page to Convertible Promissory Note]

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert the principal under the Convertible Promissory Note due [__], 2029 (the "Note") of LanzaTech Global, Inc, a Delaware corporation (the "Company"), into shares of common stock, par value $0.0001 per share (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Notes.

By the delivery of this Notice of Conversion, except as otherwise noted below, the undersigned represents and warrants to the Company that its ownership of the Common Stock issuable in connection with this conversion does not exceed the amounts specified under Section 5(b) of the Note.

Conversion Date: _____

Principal Amount to be Converted: _____

DTC Account Delivery Instructions: _____

_____

_____

Wire Instructions (for cash payments): _____

_____

_____

Other Matters: _____

_____

Updated Conversion/PIK Schedule Attached.

[_____]

By: _____
Name:
Title:

Dated:

SCHEDULE 1

CONVERSION/PIK SCHEDULE

This Conversion/PIK Schedule is part of, and reflects conversions made under Section 4 of and PIK Interest paid on, the Convertible Promissory Note, due on [__], 2029, in the original principal amount of $[_____] issued by LanzaTech Global, Inc., a Delaware corporation.

Date of Conversion, Amortization Payment or PIK Interest Payment (or for first entry, Original Issue Date)	Amount of Conversion, Amortization or PIK Interest	Aggregate Principal Amount Remaining Subsequent to Conversion, Amortization or PIK Interest(or original Principal Amount)

SCHEDULE 2

OUTSTANDING INDEBTEDNESS

SCHEDULE 3

OUTSTANDING LIENS

LANZATECH GLOBAL, INC.

CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS CONVERTIBLE NOTE PURCHASE AGREEMENT (this "***Agreement***") is made as of August 5, 2024 (the "***Effective Date***") by and among LanzaTech Global, Inc., a Delaware corporation (the "***Company***"), and each of the purchasers listed on Schedule I hereto as of the Effective Date and as added from time to time after the Effective Date in accordance with the terms of this Agreement (collectively, the "***Purchasers***" and each individually, a "***Purchaser***").

WHEREAS, the Purchasers severally have agreed to purchase, and the Company has agreed to sell, convertible promissory notes (the "***Notes***" and each a "***Note***") up to an aggregate principal amount of $150,000,000 in connection with a financing by Purchasers under this Agreement, which Notes shall be convertible into securities of the Company on the terms set forth therein (the "***Conversion Shares***").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other valuable consideration, the parties hereto agree as follows:

1. PURCHASE AND SALE OF THE NOTES

1.1 The Notes. Subject to the terms of this Agreement, at each Closing (as defined in Section 1.2), the Company agrees to issue and sell to each Purchaser a Note in the principal amount set forth opposite the applicable Purchaser's name on Schedule I hereto (the "***Principal Amount***"). Each Note shall be substantially in the form attached hereto as Exhibit A.

1.2 Closings.

(a) The closing of each Purchaser's purchase of a Note (each, a "***Closing***") shall take place remotely via the electronic exchange of documents and signatures on a date mutually agreed between the Company and such Purchaser but no later than 120 days following the Effective Date.

(b) At any time and from time to time during such 120-day period following the Effective Date, the Company may issue and sell Notes to additional purchasers not party to this Agreement as of the Effective Date (the "***Additional Purchasers***"), subject to each such Additional Purchaser signing a counterpart signature page to this Agreement and to the Registration Rights Agreement (as defined below) and agreeing to be bound by the terms and conditions set forth herein. This Agreement, including Schedule I, may be amended by the Company without the consent of any Purchasers to include any Additional Purchasers upon the execution by such Additional Purchasers of a counterpart signature page hereto. Any Notes sold pursuant to this Section 1.2(b) shall be deemed to be "***Notes***," for all purposes under this Agreement, and any Additional Purchasers thereof shall be deemed to be "***Purchasers***" for all purposes under this Agreement.

1.3 Delivery. At each Closing: (a) each Purchaser purchasing a Note at such Closing shall deliver to the Company a check or wire transfer funds to an account specified by the Company in the amount equal to the Principal Amount of such Note and (b) the Company shall deliver to each such Purchaser a Note in such Principal Amount.

1.4 Withholding. All payments made by the Company under any Note or this Agreement will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments ("***Taxes***"), except as required by applicable laws, in which case the Company shall be entitled to make such deduction or withholding. If the Company or any of its agents so withholds (or causes to be withheld) any such Taxes and timely remits such Taxes to the appropriate governmental authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Purchaser in respect of which such deduction and withholding was made, except as otherwise provided in Section 6.6. In the case of a Purchaser that is a U.S. person within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "***Code***"), such person shall deliver executed copies of Internal Revenue Service ("***IRS***") Form W-9 certifying that such Purchaser is exempt from U.S. federal backup withholding Tax. In the case of a Purchaser that is a non-U.S. person, such Purchaser shall provide: (a) in the case of a non-U.S. Purchaser claiming the benefits of an income Tax treaty to which the United States is a party (x) with respect to payments of interest under any Transaction Agreement, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such Tax treaty and (y) with respect to any other applicable payments under any Transaction Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such Tax treaty; (b) executed copies of IRS Form W-8ECI; (c) in the case of a non-U.S. Purchaser claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit C-1 to the effect that such non-U.S. Purchaser is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Company described in Section 881(c)(3)(C) of the Code (a "***U.S. Tax Compliance Certificate***") and (y) executed copies of IRS Form W-8BEN or IRS Form W 8BEN-E; or (d) to the extent a non-U.S. Purchaser is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W 8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or Exhibit C-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the non-U.S. Purchaser is a partnership and one or more direct or indirect partners of such non-U.S. Purchaser are claiming the portfolio interest exemption, such non-U.S. Purchaser may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-4 on behalf of each such direct and indirect partner.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser, as of the Effective Date and as of the date of each applicable Closing:

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company and any subsidiary that is a significant subsidiary (as such term is defined in Rule 1-02 of Regulation S-X promulgated by the Commission) (each, a "***Subsidiary***," collectively, the "***Subsidiaries***"), are, and will be, duly organized, validly existing and in good standing under the laws of their respective jurisdictions of organization. The Company and each Subsidiary are duly licensed or qualified as a foreign corporation for transaction of business and in good standing under the laws of each other jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such license or qualification, and have all corporate power and authority necessary to own or hold their respective properties and to conduct their respective businesses as described in the Company's filings (the "***SEC Filings***") made with the Securities and Exchange Commission (the "***Commission***"), except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the assets, business, operations, earnings, properties, condition (financial or otherwise), stockholders' equity or results of operations of the Company and the Subsidiaries taken as a whole, or prevent the consummation of the transactions contemplated hereby (a "***Material Adverse Effect***").

2.2 Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement and a Registration Rights Agreement, substantially in the form attached hereto as Exhibit B, pursuant to which, among other things, the Company will agree to provide certain registration rights with respect to the Conversion Shares under the Securities Act of 1933, as amended (the "***Securities Act***") and the rules and regulations promulgated thereunder and applicable state securities laws (the "***Registration Rights Agreement***") and to issue the Notes (together with this Agreement and the Registration Rights Agreement, the "***Transaction Agreements***") has been taken or will be taken prior to the Effective Date. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements and the performance of all obligations of the Company under the Transaction Agreements to be performed as of each Closing has been taken or will be taken prior to the Effective Date. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The Conversion Shares, when issued in accordance with the provisions of this Agreement and the Notes, will be validly issued, fully paid and nonassessable and free of any liens or encumbrances. The Notes, when issued in accordance with the provisions of this Agreement, (i) will not violate any preemptive rights or rights of first refusal, and (ii) will be issued in compliance with all applicable federal and state securities laws; *provided*, *however*, that

the Notes may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time such transfer is proposed.

2.3 Subsidiaries. The Company owns directly or indirectly, all of the equity interests of the Subsidiaries free and clear of any lien, charge, security interest, encumbrance, right of first refusal or other restriction, and all the equity interests of the Subsidiaries are validly issued and are fully paid, nonassessable and free of preemptive and similar rights. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21.1 to the Company's Annual Report on Form 10-K for the most recently ended fiscal year and other than (i) those subsidiaries not required to be listed on Exhibit 21.1 by Item 601 of Regulation S-K under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and (ii) those subsidiaries formed since the last day of the most recently ended fiscal year.

2.4 Capitalization.

(a) The authorized capital of the Company consists of (i) 400,000,000 shares of Common Stock of the Company, $0.0001 par value per share (the "***Common Stock***"), of which 197,765,067 shares of Common Stock are issued and outstanding as of the date hereof, and (ii) 20,000,000 shares of preferred stock of the Company, $0.0001 par value per share (the "***Preferred Stock***"), of which no shares of Preferred Stock are issued and outstanding as of the date hereof. All of the outstanding shares of Common Stock and Preferred Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws, and none of such outstanding shares were issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. Other than the Nasdaq Stockholder Approval and receipt by the Company of requisite approval from its stockholders of the Authorized Share Amendment (together, the "***Requisite Stockholder Approvals***"), no further approval or authorization of any stockholder, the Board of Directors or other person is required for the issuance of the Notes or the Conversion Shares. As used herein, "***Nasdaq Stockholder Approval***" means the receipt by the Company of requisite approval from its stockholders in accordance with Nasdaq Stock Market Rule 5635 (i) to issue more than 19.9% of its outstanding shares of Common Stock at an issue price below the "minimum price" in connection with settlement of conversions of the Notes and (ii) to effect any "change of control" under Nasdaq Stock Market Rule 5635 in connection with settlement of conversions of the Notes, and "***Authorized Share Amendment***" means an amendment to the Company's Amended and Restated Certificate of Incorporation, increasing the number of authorized shares of Common Stock to an amount that is sufficient, in the Company's sole judgment, to settle the conversion of all then-outstanding Notes at the conversion rate then applicable without giving effect to any Beneficial Ownership Limitation (as defined below).

(b) The Company has reserved an aggregate of 45,858,812 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2013 Stock Plan, 2015 Stock Plan, 2019 Stock Plan, and the 2023 Long-Term Incentive Plan duly adopted by the Board of Directors of the Company and approved by the Company stockholders (collectively, the "***Stock Plans***"). Of such reserved shares of Common

Stock, (i) options to purchase an aggregate of 19,006,587 shares have been granted and are currently outstanding, (ii) restricted stock units in the aggregate of 7,885,931 are currently outstanding, and (iii) an aggregate of 18,966,294 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plans, all of which remain uncommitted and unallocated.

(c) Except for (i) the conversion privileges of the Notes, (ii) warrants, options and other convertible securities convertible into or exercisable for an aggregate of 23,403,989 shares of Common Stock, as further described in the Company's registration statement on Form S-3 (File No. 333-279239) as filed with the Commission on May 9, 2024 and (iii) the securities and rights described in Sections 2.4(a)(ii) and 2.4(b) of this Agreement and, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Preferred Stock.

2.5 No Conflicts. The Company is not in violation or default (a) of any provisions of the Amended and Restated Certificate of Incorporation of the Company or its bylaws, (b) of any instrument, judgment, order, writ or decree, (c) under any note, indenture or mortgage, or (d) of any provision of federal or state statute, rule or regulation applicable to the Company, in the case of clauses (b)-(d) that would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated thereby, subject to the obtainment of the Requisite Stockholder Approvals, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.6 Consents and Filings. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of the Transaction Agreements, other than: (i) the Requisite Stockholder Approvals, (ii) the filing, with the Secretary of State of the State of Delaware, of the Authorized Share Amendment, (iii) any filings with the Commission to disclose entry into and the terms of the Transaction Agreements, (iv) the filing of the one or more registration statements with the Commission pursuant to the Registration Rights Agreement, (v) the filing of Form D with the Commission and applicable state blue sky filings and (vi) the notice and/or application(s) to Nasdaq for the listing of the Conversion Shares for trading thereon in the time and manner required thereby.

2.7 Issuance of the Notes and Conversion Shares. The issuance of the Notes is duly authorized and, when issued and paid for in accordance with the applicable Transaction Agreements, the Notes will be validly issued, fully paid and nonassessable, free and clear of all

liens imposed by the Company other than restrictions on transfer provided for in the Transaction Agreements. The issuance of the Conversion Shares has been duly authorized, and the Conversion Shares, when issued in accordance with the terms of the Transaction Agreements and subject to the Requisite Stockholder Approvals, will be validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company other than restrictions on transfer provided for in the Transaction Agreements. Subject to the filing, with the Secretary of State of the State of Delaware, of the Authorized Share Amendment, the Company will reserve from its duly authorized capital stock the maximum number of Conversion Shares issuable pursuant to Notes.

2.8 No Litigation. There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any Subsidiary is a party or to which any of the properties of the Company or any Subsidiary is subject (i) other than proceedings accurately described in all material respects in the SEC Filings and proceedings that would not reasonably be expected have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated hereunder or (ii) that are required to be disclosed in the SEC Filings and are not so disclosed; and there are no statutes, regulations, contracts or other documents that are required to be disclosed in the SEC Filings or to be filed as exhibits thereto that are not disclosed or filed as required.

2.9 Title to Real and Personal Property. The Company and the Subsidiaries have good and valid title in fee simple to all items of real property and good and valid title to all personal property described in the SEC Filings as being owned by them that are material to the businesses of the Company or such Subsidiary, in each case free and clear of all liens, encumbrances and claims, except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries or (ii) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Any real property described in the SEC Filings as being leased by the Company and the Subsidiaries is held by them under valid, existing and enforceable leases, except those that (A) do not materially interfere with the use made or proposed to be made of such property by the Company or the Subsidiaries or (B) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.10 Financial Statements. The consolidated financial statements of the Company included or incorporated by reference in the SEC Filings, together with the related notes and schedules, present fairly, in all material respects, the consolidated financial position of the Company and the Subsidiaries as of the dates indicated and the consolidated results of operations, cash flows and changes in stockholders' equity of the Company and the Subsidiaries for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act as applicable, and in conformity with generally accepted accounting principles in the United States ("***GAAP***") applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim financial

statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved; the other financial and statistical data with respect to the Company and the Subsidiaries contained or incorporated by reference in the SEC Filings, are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the SEC Filings that are not included or incorporated by reference as required; the Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off balance sheet obligations), not described in the SEC Filings that are required to be described in the SEC Filings; and all disclosures contained or incorporated by reference in the SEC Filings, if any, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable.

2.11 Changes. Other than as disclosed in the SEC Filings, since the date of the most recent financial statements of the Company included in the SEC Filings, there has not been (a) any change in the assets, liabilities, financial condition or operating results of the Company and its Subsidiaries from that reflected in the financial statements, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect, (b) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect, (c) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company or any of its Subsidiaries, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets or (d) the incurrence of any indebtedness by the Company or any of its Subsidiaries (including as a guarantor or indemnitor of any indebtedness of any other Person) other than as otherwise expressly set forth in the Transaction Agreements.

2.12 Offering. Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 3 hereof, the offer, sale and issuance of the Notes, the issuance of any Conversion Shares upon conversion of the Notes in accordance with the terms thereof, are and will be exempt from the registration and prospectus delivery requirements of the Securities Act and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

2.13 Broker's and Finder's Fees. The Company has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby, other than to Barclays Capital Inc. ("***Barclays***").

2.14 No Disqualification Events. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "***Disqualification Event***") is applicable to the Company or, to the Company's knowledge, any Company Covered Person (as defined below),

except for a Disqualification Event as to which Rule 506(d)(2)(ii)-(iv) or (d)(3), is applicable. "***Company Covered Person***" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1). Other than Barclays, the Company is not aware of any person (other than any Company Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Securities or the Conversion Shares pursuant to this Agreement. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e).

3. REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that the following representations and warranties are true as of the Closing at which such Purchaser purchases a Note:

3.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Purchaser's Note, together with any Conversion Shares that the Purchaser may acquire (collectively, the "***Securities***") will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the Securities. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities.

3.3 Disclosure of Information. Purchaser acknowledges that it has received all the information it has requested from the Company and that it considers such information necessary or appropriate for deciding whether to acquire its Note. Such Purchaser represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Notes and to obtain any additional information necessary to verify the accuracy of the information given to Purchaser. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.4 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.5 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Notes.

3.6 Regulation M. The Purchaser is aware that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of Securities and other activities with respect to the Securities by the Purchasers.

3.7 Residency. The Purchaser's residence (if an individual) or offices in which its investment decision with respect to the Securities was made (if an entity) are located at the address as disclosed to the Company in writing (which writing may be an email from the Purchaser or its agent).

3.8 Certain Trading Activities. Other than with respect to the transactions contemplated herein, since the time that such Purchaser was first contacted by the Company or any other Person regarding the transactions contemplated hereby, the Purchaser has not, directly or indirectly, effected or agreed to effect any purchases or sales of securities in the Company, including Short Sales, and further agrees not to effect any Short Sales of Company's securities until after the earlier of (a) the conversion of the Notes or (b) the Maturity Date. "***Short Sales***" include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock). Notwithstanding the foregoing, (i) in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets, the foregoing representation shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to acquire the Securities covered by this Agreement and (ii) and in the case of a Purchaser whose investment adviser utilized an information barrier with respect to the information regarding the transactions contemplated hereunder after first being contacted by the Company or such other Person representing the Company, the representation set forth above shall only apply after the point in time when the portfolio manager who manages such Purchaser's assets was informed of the information regarding the transactions contemplated hereunder and, with respect to the Purchaser's investment adviser, the representation set forth above shall only apply with respect to any purchases or sales, including Short Sales, of the securities of the Company on behalf of other funds or investment vehicles for which the Purchaser's investment adviser is also an investment adviser or sub-adviser after the point in time when the portfolio manager who manages the assets of such other funds or investment vehicles for which the Purchaser's investment adviser is also an investment adviser or

sub-adviser was informed of the information regarding the transactions contemplated hereunder. Other than to other persons party to this Agreement and to the Purchaser's representatives or agents, including, but not limited to, the Purchaser's legal, Tax and investment advisors, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with the transactions contemplated hereunder (including the existence and terms of such transactions). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

3.9 Broker's and Finder's Fees. The Purchaser has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

3.10 Restricted Securities. The Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Securities indefinitely unless they are registered with the Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Except as set forth in the Registration Rights Agreement, the Purchaser acknowledges that the Company has no obligation to register or qualify the Securities for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.11 No Public Market. The Purchaser understands that no public market now exists for the Notes, and that the Company has made no assurances that a public market will ever exist for the Notes.

3.12 Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any person or entity, other than the Company and its officers, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling persons, entities, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Notes or the Conversion Shares issued upon conversion.

3.13 Transfer Restrictions and Legends. The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Securities other than pursuant to an effective registration statement or Rule 144 promulgated

under the Securities Act, to the Company or to an Affiliate of a Purchaser, the Company may require the transferor thereof to provide to the Company certifications or other evidence reasonably acceptable to the Company to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. The Purchaser understands that the Notes and any certificates representing the Conversion Shares may bear one or all of the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.";

(b) Any legend set forth in, or required by, the other Transaction Agreements; and

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Notes or Conversion Shares represented by the certificate so legended.

3.14 Beneficial Ownership. The conversion by a Purchaser of any Notes will not result in such Purchaser (individually or together with any other person with whom such Purchaser has identified, or will have identified, itself as part of a "group" in a public filing made with the Commission involving the Company's securities) beneficially owning in excess of 19.9% of the outstanding shares of Common Stock or the voting power of the Company on a post-transaction basis unless and until the Company has obtained the Nasdaq Stockholder Approval. Such Purchaser does not presently intend to, alone or together with others, make a public filing with the Commission to disclose that it (or that it together with such other persons), as a result of its purchase and conversion of any Notes when added to any other securities of the Company, then beneficially owns in excess of 19.9% of the outstanding shares of Common Stock or the voting power of the Company on a post-transaction basis.

4. CONDITIONS OF PURCHASERS' OBLIGATIONS AT CLOSING

The obligations of each Purchaser to purchase a Note at a Closing under Section 1.1 of this Agreement are subject to the fulfillment on or before such Closing of each of the following conditions, the waiver of which shall not be effective against any Purchaser who does not consent thereto.

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true on and as of the Effective Date.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before such Closing.

4.3 Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be duly obtained and effective as of such Closing.

4.4 Proceedings and Deliverables. All corporate and other proceedings in connection with the transactions contemplated at such Closing and all documents listed below shall be reasonably satisfactory in form and substance to counsel for the Purchasers, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request:

(a) this Agreement, duly executed by the Company;

(b) the Note, duly executed by the Company;

(c) a legal opinion of Covington & Burling LLP, dated as of the date of Closing and in form and substance reasonably satisfactory to the Purchasers, executed by such counsel and addressed to the Purchasers;

(d) the Registration Rights Agreement, duly executed by the Company;

(e) a certificate of the Secretary of the Company, dated as of the Closing Date certifying (i) the Certificate of Incorporation and Bylaws of the Company as in effect at the Closing Date; and (ii) resolutions of the Board of Directors approving the Transaction Agreements and the transactions contemplated under the Transaction Agreements;

(f) a certificate of an officer of the Company, certifying as to the accuracy of the representations and warranties in this Agreement and the performance of all covenants under this Agreement; and

(g) a certificate evidencing the formation and good standing of the Company issued by the Secretary of State of the State of Delaware.

4.5 Minimum Transaction Amount. As of the Effective Date, Purchasers shall have agreed to purchase Notes representing, in the aggregate, at least $40,000,000 in principal amount.

4.6 Nasdaq Listing. No suspension or removal from listing of the Common Stock on Nasdaq, and no initiation or threatening of any proceedings for delisting the Common Stock from Nasdaq, shall have occurred. The Company shall have filed with Nasdaq a Listing of Additional Shares notification form for the listing of the Conversion Shares. No objection shall

have been raised by Nasdaq with respect to the consummation of the transactions contemplated by this Agreement.

5. CONDITIONS OF THE COMPANY'S OBLIGATIONS AT CLOSING

The obligations of the Company to deliver a Note to the applicable Purchaser at any Closing are subject to the fulfillment on or before such Closing of each of the following conditions by such Purchaser:

5.1 Representations and Warranties. The representations and warranties of such Purchaser contained in Section 3 shall be true on and as of such Closing.

5.2 Payment of Principal Amount. The Purchaser shall have delivered the Principal Amount specified in Section 1.3 on or prior to such Closing.

5.3 Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be duly obtained and effective as of such Closing.

5.4 Documents. Each Purchaser shall have delivered the following documents to the Company:

(a) this Agreement, duly executed by the Purchaser;

(b) the Note, duly executed by the Purchaser; and

(c) the Registration Rights Agreement, duly executed by the Purchaser.

6. COVENANTS

6.1 Most Favored Nation. If at any time while the Notes are outstanding, the Company shall issue convertible promissory notes, Simple Agreements for Equity (SAFEs) or other similar convertible instruments to a third party that contain economic terms that are more favorable to the holder of such instrument than the terms of the Notes (such more favorable instruments, the "***Favorable Instrument***"), then (a) the Company shall provide prior written notice thereof to the Purchasers, together with the form of such Favorable Instrument (the "***Favorable Instrument Notice***"), and (b) upon written request of the holders of Notes representing a majority of the principal amount of all of the Notes then outstanding, which must include CDCM (the "***Requisite Noteholders***"), which request must be delivered to the Company within five days of the Favorable Instrument Notice, the Company shall amend and restate the terms and conditions of the Notes to include such more favorable economic terms included in the Favorable Instrument (excluding, for the avoidance of doubt, the repayment amount under such Favorable Instrument).

6.2 Survival. The representations, warranties and covenants of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and any Closing(s) and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any of the Purchasers or the Company, as the case may be.

6.3 Registration Rights Agreement. On the Effective Date, (i) the parties hereto shall execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit B.

6.4 Form D; Blue Sky. The Company agrees to timely file a Form D with respect to the Notes as required under Regulation D and to provide a copy thereof, promptly upon the written request of any Purchaser. The Company, on or before each Closing Date, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Notes for sale to the Purchasers under applicable securities or "blue sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and shall provide evidence of such actions promptly upon the written request of any Purchaser.

6.5 Reservation of Common Stock. The Company shall reserve and keep available, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the maximum number of Conversion Shares issuable pursuant to the conversion of the Notes, subject to obtaining the Requisite Stockholder Approval of the Authorized Share Amendment and the filing, with the Secretary of State of the State of Delaware, of the Authorized Share Amendment.

6.6 Transfer Taxes. The Company agrees to pay all stamp, documentary or similar taxes or fees which may be payable in respect of the execution and delivery or the enforcement of this Agreement, the execution and delivery (but not the transfer) or the enforcement of any of the Notes in the United States or any other jurisdiction where the Company has assets, or of any amendment of, or waiver or consent under or with respect to, this Agreement or of any of the Notes, or the issue or delivery of the Conversion Shares pursuant to this Agreement, and will hold each Purchaser to the extent permitted by applicable law harmless against any loss or liability resulting from nonpayment or delay in payment of any such tax or fee required to be paid by the Company hereunder.

6.7 Tax Treatment. The parties agree and acknowledge that, for U.S. federal and applicable state and local income Tax purposes, (a) each Note shall be treated as debt and not as a "contingent payment debt instrument" within the meaning of the Treasury regulations Section 1.1245-4 and (b) the conversion of a Note into the Conversion Shares, in each case, shall be treated as non-taxable to the Purchasers, except with respect to amounts that constitute accrued and unpaid interest.

7. MISCELLANEOUS

7.1 Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Requisite Noteholders, provided that (i) any party may give a waiver as to itself and (ii) any proposed amendment that would, by its terms, have a disproportionate and materially adverse effect on any Purchaser shall require the consent of such Purchaser(s). Notwithstanding the foregoing, (1) a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of one or more Purchasers and that does not directly or indirectly affect the rights of certain other Purchasers may be given by only the Purchaser(s) to which such waiver or consent relates.

7.2 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the Company at LanzaTech Global, Inc., 8045 Lamon Avenue, Suite 400, Skokie, Illinois 60077 and to the attention of Geoff Trukenbrod (Geoff@lanzatech.com), and Joe Blasko (Joe.Blasko@lanzatech.com), and to each of the Purchasers at its address as set forth on Schedule I or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 7.2. If notice is given to the Company, a copy shall also be sent to Covington & Burling LLP, One City Center, Washington, D.C. 20001, Attn: Kerry Burke (kburke@cov.com).

7.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights (except by merger or in connection with another entity acquiring all or substantially all of the Company's assets) or obligations hereunder without the prior written consent of the Purchasers. Each Purchaser may assign its respective rights hereunder provided that (i) the Purchaser agrees in writing with the transferee or assignee to assign such rights and related obligations under this Agreement, and for the transferee or assignee to assume such obligations, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being transferred or assigned, (iii) at or before the time the Company received the written notice contemplated by clause (ii) of this sentence, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein and (iv) the transferee is an "accredited investor," as that term is defined in Rule 501 of Regulation D.

7.4 Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.5 Governing Law. This Agreement shall be governed by the internal law of the State of New York, without regard to the conflicts of laws provisions thereof.

7.6 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York and to the jurisdiction of the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

7.7 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

7.8 Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

7.9 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the

performance of the obligations of any other Purchaser hereunder. The decision of each Purchaser to acquire Securities pursuant to the Transaction Agreements has been made by such Purchaser independently of any other Purchaser and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any Subsidiary which may have been made or given by any other Purchaser or by any agent or employee of any other Purchaser, and no Purchaser and any of its agents or employees shall have any liability to any other Purchaser (or any other Person) relating to or arising from any such information, materials, statement or opinions. Nothing contained herein or in any Transaction Agreement, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group (including, without limitation, a "group" within the meaning of Section 13(d)(3) of the Exchange Act) with respect to such obligations or the transactions contemplated by the Transaction Agreements. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the securities or enforcing its rights under the Transaction Agreements. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Agreements, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The Company acknowledges that each of the Purchasers has been provided with the same Convertible Note Purchaser Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser. It is expressly understood that each provision contained in this Agreement is between the Company and a Purchaser, solely, and not between the Company and the Purchasers collectively and not between and among the Purchasers.

7.10 Fees and Expenses. The Company shall pay the reasonable fees and expenses of legal counsel for CDCM incurred in connection with the transactions contemplated by this Agreement in an amount not to exceed, in the aggregate, $150,000. In any suit, action or other proceeding arising out of or based upon this Agreement, the prevailing party shall be entitled to recover its reasonable expenses and costs in connection with such any suit, action or other proceeding arising out of or based upon this Agreement, including reasonable attorneys' fees.

7.11 No Commitment for Additional Financing. The Company acknowledges and agrees that no Purchaser has made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the purchase of the Notes as set forth herein and subject to the conditions set forth herein. In addition, the Company acknowledges and agrees that (i) no statements, whether written or oral, made by any Purchaser or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (ii) the Company shall not rely on any such statement by any Purchaser or its representatives, and (iii) an obligation,

commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by such Purchaser and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Each Purchaser shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

7.12 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

LANZATECH GLOBAL, INC.

By: _____

Name: _____

Title: _____

[*Signature Page to Convertible Note Purchase Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

[__]

By: _____

Name: _____

Title: _____

[*Signature Page to Convertible Note Purchase Agreement*]

Schedule I

Initial Closing: [__], 2024

Purchaser	Principal Amount of Note
Total	**$150,000,000**

Exhibit A

Form of Convertible Promissory Note

Exhibit B

Registration Rights Agreement

Exhibit C

Forms of U.S. Tax Compliance Certificate

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is dated as of August 5, 2024, by and among LanzaTech Global, Inc., a Delaware corporation (the "*Company*"), and the several purchasers signatory hereto (each, including its successors and assigns, a "*Purchaser*" and collectively, the "*Purchasers*").

This Agreement is made pursuant to the Convertible Note Purchase Agreement, dated as of the date hereof, between the Company and each Purchaser (the "*Purchase Agreement*").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Purchasers agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"*Advice*" has the meaning set forth in Section 6(c).

"*Affiliate*" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

"*Agreement*" has the meaning set forth in the Preamble.

"*Business Day*" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"*Commission*" means the U.S. Securities and Exchange Commission.

"*Common Stock*" means the Company's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"*Company*" has the meaning set forth in the Preamble.

"*Conversion Shares*" means the shares of Common Stock which may be issued upon conversion of the Notes issued to the Purchasers pursuant to the Purchase Agreement.

"*Effective Date*" means the date that the Registration Statement filed pursuant to Section 2(a) is first declared effective by the Commission.

"*Effectiveness Deadline*" means, with respect to the Initial Registration Statement or the New Registration Statement, the 150th calendar day following the final Closing Date under the Purchase Agreement (or, in the event the Commission reviews and has written comments to the Initial Registration Statement or the New Registration Statement, the 180th calendar day following such Closing Date); provided, however, that (i) if the Company is notified by the Commission that the Initial Registration Statement or the New Registration Statement will not be reviewed or is no longer subject to further review and comments, the Effectiveness Deadline as to such Registration Statement shall be the fifth Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above; (ii) if the Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business.

"*Effectiveness Period*" has the meaning set forth in Section 2(b).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Filing Deadline*" means, with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the 120th calendar day following the final Closing Date under the Purchase Agreement, provided, however, that if the Filing Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Filing Deadline shall be extended to the next Business Day on which the Commission is open for business.

"*FINRA*" has the meaning set forth in Section 3(i).

"*Holder*" or "*Holders*" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"*Indemnified Party*" has the meaning set forth in Section 5(c).

"*Indemnifying Party*" has the meaning set forth in Section 5(c).

"*Initial Registration Statement*" has the meaning set forth in Section 2(a).

"*Losses*" has the meaning set forth in Section 5(a).

"*New Registration Statement*" has the meaning set forth in Section 2(a).

"*Notes*" means the Convertible Promissory Notes issued pursuant to that certain Convertible Note Purchase Agreement, dated as of August 5, 2024, between the Company and the Purchasers.

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

"*Principal Market*" means the Trading Market on which the Common Stock are primarily listed on and quoted for trading, which, as of the date hereof, shall be the Nasdaq Capital Market.

"*Proceeding*" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"*Prospectus*" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430B promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"*Purchase Agreement*" has the meaning set forth in the Recitals.

"*Purchaser*" or "*Purchasers*" has the meaning set forth in the Preamble.

"*Registrable Securities*" means all of (i) all Conversion Shares issuable pursuant to the terms of the Notes then issued and outstanding, calculated without a limitations on the beneficial ownership of shares of Common Stock contained in the Notes or the Purchase Agreement, and (ii) any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing,

provided that the Holder has completed and delivered to the Company a Selling Stockholder Questionnaire; and provided, further, that, with respect to a particular Holder, such Holder's Registrable Securities shall cease to be Registrable Securities upon the earlier to occur of the following: (A) a sale pursuant to a Registration Statement or Rule 144 under the Securities Act (in which case, only such security sold by the Holder shall cease to be a Registrable Security); and (B) such Registrable Securities become eligible for resale by the Holder under Rule 144 without the requirement for the Company to be in compliance with the current public information required thereunder and without volume or manner-of-sale restrictions, pursuant to a written opinion letter of counsel for the Company to such effect, addressed, delivered and reasonably acceptable to the Transfer Agent.

"*Registration Statements*" means any one or more registration statements of the Company filed under the Securities Act that cover the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation the Initial Registration Statement, any New Registration Statement and any Remainder Registration Statements), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

"*Remainder Registration Statement*" has the meaning set forth in Section 2(a).

"*Rule 144*" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 172*" means Rule 172 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 415*" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 424*" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 461*" means Rule 461 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*SEC Guidance*" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff; provided, that any such oral guidance, comments, requirements or requests are reduced to writing by the Commission and (ii) the Securities Act.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Selling Stockholder Questionnaire*" means a questionnaire in the form attached as Annex B hereto, or such other form of questionnaire or information provided to the Company in connection with the preparation of a Registration Statement hereunder.

"*Trading Day*" means a day on which the Principal Market is open for business.

"*Trading Market*" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq

Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

2. Shelf Registration.

(a) On or prior to the Filing Deadline, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities not then registered on an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Holders may reasonably specify (the "*Initial Registration Statement*"). The Initial Registration Statement shall be on Form S-3 subject to the provisions of Section 2(c) and shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Registration Statement) the "Plan of Distribution" section substantially in the form attached hereto as Annex A (which may be modified to respond to comments, if any, provided by the Commission). Notwithstanding the registration obligations set forth in this Section 2, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Holders thereof and use its reasonable best efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (ii) withdraw the Initial Registration Statement and file a new registration statement (a "*New Registration Statement*"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3; *provided*, *however*, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its reasonable best efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, the Securities Act Rules Compliance and Disclosure Interpretations Question 612.09. Notwithstanding any other provision of this Agreement, if the Commission or any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will first be reduced by Registrable Securities represented by Conversion Shares applied to the Holders on a pro rata basis based on the total number of Conversion Shares held by such Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of shares of Common Stock held by such Holders. In the event of a cutback hereunder, the Company shall give the Holder at least one Trading Day prior notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, in accordance with the foregoing, the Company will use its reasonable best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "*Remainder Registration Statements*"). No Holder shall be named as an "underwriter" in any Registration Statement without such Holder's prior written consent.

(b) The Company shall use its reasonable best efforts to cause each Registration Statement to be declared effective by the Commission as soon as practicable and, with respect to the Initial Registration Statement or the New Registration Statement, as applicable, no later than the Effectiveness Deadline (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act), and shall use its reasonable best efforts to keep each Registration Statement continuously effective under the Securities Act until the earlier of (i) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders; or (ii) the date that all Registrable Securities covered by such Registration Statement may be sold by non-affiliates without volume or manner-of-sale restrictions pursuant to Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 (the "*Effectiveness Period*"). The Company shall request effectiveness of a Registration

Statement as of 4:00 P.M. New York City time on a Trading Day. The Company shall promptly notify the Holders via e-mail of the effectiveness of a Registration Statement or any post-effective amendment thereto on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which date of confirmation shall initially be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 A.M. New York City time on the first Trading Day after the Effective Date, file a final Prospectus with the Commission, as required by Rule 424(b) and shall provide the Purchasers with copies of the final Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall promptly inform each Holder in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holder is required to deliver a Prospectus in connection with any disposition of Registrable Securities.

(c) Each Holder of Registrable Securities to be sold agrees to furnish to the Company a completed Selling Stockholder Questionnaire not more than five Trading Days following the date of this Agreement. At least 10 Trading Days prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company will notify each Holder of the information the Company requires from that Holder for inclusion in the Registration Statement other than the information contained in the Selling Stockholder Questionnaire, if any, which shall be completed and delivered to the Company promptly upon request and, in any event, within three Trading Days prior to the applicable anticipated filing date. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in the Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has provided such information to the Company and responded to any reasonable requests for further information as described in the previous sentence. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 2(c) will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement (subject to such Holder's right to timely review the Registration Statement as set forth herein).

(d) If Form S-3 is not available for the registration of the resale of Registrable Securities, the Company shall (i) register the resale of the Registrable Securities on another appropriate form and (ii) undertake to register the Registrable Securities on Form S-3 promptly after such form is available, *provided* that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission.

(e) (i) If a Registration Statement covering the Registrable Securities is not filed with the Commission on or prior to the Filing Deadline (a "*Registration Failure*"), then, in addition to any other rights the Purchasers may have hereunder or under applicable law, the Company will make pro rata payments to each Purchaser of then outstanding Registrable Securities, as liquidated damages and not as a penalty (the "*Registration Liquidated Damages*"), in an amount equal to one percent of the aggregate amount invested by such Purchaser for the Registrable Securities then held by such Purchaser for the initial day of a Registration Failure and for each 30-day period (or pro rata portion thereof with respect to a final period, if any) thereafter until the Registration Failure is cured. The Registration Liquidated Damages shall be paid monthly within 10 Business Days of the date of such Registration Failure and the end of each subsequent 30-day period (or portion thereof with respect to a final period, if any) thereafter until the Registration Failure is cured. Such payments shall be made in cash to each Purchaser then holding Registrable Securities. Interest shall accrue at the rate of one percent per month on any such liquidated damages payments that shall not be paid by the applicable payment date until such amount is paid in full.

(ii) If (A) a Registration Statement covering the Registrable Securities is not declared effective by the Commission by the Effectiveness Deadline or (B) after a Registration Statement has been declared effective by the Commission or otherwise becomes effective, sales cannot be made pursuant to such Registration Statement for any reason (including, without limitation, by reason of a stop order or the Company's failure to update such Registration Statement) (each of (A) and (B), a "*Maintenance Failure*"), then the Company will make pro rata payments to each Purchaser then holding Registrable Securities, as liquidated damages and not as a penalty (the "*Effectiveness Liquidated Damages*" and together with the Registration Liquidated Damages, the "*Liquidated Damages*"), in an amount equal to one percent of the aggregate amount invested by such Purchaser for

the Registrable Securities then held by such Purchaser for the initial day of a Maintenance Failure and for each 30-day period (pro rata for any portion thereof) thereafter until the Maintenance Failure is cured. The Effectiveness Liquidated Damages shall be paid monthly within 10 Business Days of the end of the date of such Maintenance Failure and each subsequent 30-day period (pro rata for any portion thereof). Such payments shall be made to each Purchaser then holding Registrable Securities in cash. Interest shall accrue at the rate of 1.0% per month on any such liquidated damages payments that shall not be paid by the applicable payment date until such amount is paid in full.

(iii) Notwithstanding the foregoing, (A) no Liquidated Damages shall be payable with respect to any period after the expiration of the Effectiveness Period (it being understood that this sentence shall not relieve the Company of any Liquidated Damages accruing prior to the expiration of the Effectiveness Period), (B) in no event shall the aggregate amount of Liquidated Damages payable to a Purchaser exceed, in the aggregate, 5.0% of the aggregate purchase price paid by such Purchaser pursuant to the Purchase Agreement, (C) no Liquidated Damages shall accrue or be payable with respect to any reduction in the number of Registrable Securities to be included in a Registration Statement due to the application of Rule 415 as set forth in Section 2(a) and (D) no Liquidated Damages shall accrue or be payable with respect to any Allowed Suspension or a suspension as described in the last sentence of Section 3(h).

3. Registration Procedures

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five Trading Days prior to the filing of each Registration Statement and not less than two Trading Days prior to the filing of any related Prospectus or any amendment or supplement thereto (except for Annual Reports on Form 10-K, and Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any similar or successor reports), (i) furnish to each Holder copies of such Registration Statement, Prospectus or amendment or supplement thereto, as proposed to be filed, which documents will be subject to the review of such Holder (it being acknowledged and agreed that if a Holder does not object to or comment on the aforementioned documents within such five Trading Day or two Trading Day period, as the case may be, then the Holder shall be deemed to have consented to and approved the use of such documents) and (ii) to the extent that a Holder is identified in the Registration Statement as an "underwriter" (as defined in the Securities Act), use reasonable best efforts to cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file any Registration Statement or amendment or supplement thereto in a form to which a Holder reasonably objects in good faith, provided that, such Holder notifies the Company of such objection in writing within the five Trading Day or two Trading Day periods described above, as applicable.

(b) (i) Prepare and file with the Commission such amendments (including post-effective amendments) and supplements, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424; (iii) respond as promptly as reasonably practicable to any comments received from the Commission with respect to each Registration Statement or any amendment thereto); and (iv) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement until such time as all of such Registrable Securities shall have been disposed of (subject to the terms of this Agreement) in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; *provided, however*, that each Purchaser shall be responsible for the delivery of the Prospectus to the Persons to whom such Purchaser sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act) to the extent required under the Securities Act, and each Purchaser agrees to dispose of Registrable Securities in compliance with the "Plan of Distribution" described in the

Registration Statement and otherwise in compliance with applicable federal and state securities laws. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission on the same day on which the Exchange Act report which created the requirement for the Company to amend or supplement such Registration Statement was filed.

(c) Notify the Holders of Registrable Securities to be sold (which notice shall, if given pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made, provided that the Company shall omit any material, non-public information relating to the Company and/or any of its subsidiaries) as promptly as reasonably practicable (and, in the case of (i)(A) below, not less than one Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one Trading Day following the day: (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on any Registration Statement; and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information that pertains to the Holders as "Selling Stockholders" or the "Plan of Distribution"; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; (v) of the occurrence of any event or passage of time that makes the financial statements included or incorporated by reference in a Registration Statement ineligible for inclusion or incorporation by reference therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that, upon the advice of legal counsel, the Company's board of directors reasonably believes may be material and that, in the reasonable determination of the Company's board of directors, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus, *provided* that, any and all such information shall remain confidential to each Holder until such information otherwise becomes public, unless disclosure by a Holder is required by law; and *provided*, *further*, that notwithstanding each Holder's agreement to keep such information confidential, each such Holder makes no acknowledgement that any such information is material, non-public information.

(d) Use reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as practicable.

(e) If requested by a Holder, furnish to such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; *provided*, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(f) Prior to any resale of Registrable Securities by a Holder, use its reasonable best efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of the resale of such Registrable Securities (or, in the case of qualification, of such Registrable Securities for the resale) by the Holder under the securities or blue sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; *provided*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(g) Cooperate with such Holder to facilitate the timely preparation and delivery of certificates or book entry statements, as applicable, representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statement, which certificates or statements shall be free, to the extent permitted by the Purchase Agreement and under law, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request.

(h) Following the occurrence of any event contemplated by Section 3(c), as promptly as reasonably practicable (taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event), prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(c) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(h) to suspend the availability of a Registration Statement and Prospectus in accordance with the time periods set forth in Section 6(c), which may be extended only in accordance with Section 6(e). For the avoidance of doubt, the Company's rights under this Section 3(h) shall include suspensions of availability arising from the filing of a post-effective amendment to a Registration Statement to update the Prospectus therein to include the information contained in the Company's Annual Report on Form 10-K, which suspensions may extend for the amount of time reasonably required to respond to any comments of the staff of the Commission on such amendment.

(i) The Company may require each selling Holder to furnish to the Company a certified statement as to (i) the number of shares of Common Stock beneficially owned by such Holder and any Affiliate thereof, (ii) any Financial Industry Regulatory Authority ("*FINRA*") affiliations, (iii) any natural persons who have the power to vote or dispose of the Common Stock and (iv) any other information as may be requested by the Commission, FINRA or any state securities commission.

(j) The Company shall cooperate with any registered broker through which a Holder proposes to resell its Registrable Securities in effecting a filing with FINRA pursuant to FINRA Rule 5110 as requested by any such Holder and the Company shall pay the filing fee required for the first such filing within two Business Days of the request therefor.

(k) If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires any Holder to be named as an "underwriter," the Company shall use reasonable best efforts to persuade the Commission that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Holders is an "underwriter".

4. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts and selling commissions and all legal fees and expenses of legal counsel for any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants (A) with respect to filings required to be made with any Trading Market on which the Common Stock are then listed for trading, (B) with respect to compliance with applicable state securities or blue sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with blue sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company in connection with Section 3(j) above, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to the FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees, expenses and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the registrations and consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting, broker or similar fees or commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder and each of their respective officers, directors, agents, partners, members, managers, stockholders, Affiliates, investment advisers and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, agents, investment advisers and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees), expenses and disbursements (collectively, "*Losses*"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company or its agents of the Securities Act, the Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement or any action or inaction required of the Company in connection with any registration, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that each Holder has approved Annex A hereto for this purpose), (B) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(vi), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 6(c)

below, to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected or (C) to the extent that any such Losses arise out of the Purchaser's (or any other indemnified Person's) failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required, pursuant to Rule 172 under the Securities Act (or any successor rule) to the Persons asserting an untrue statement or alleged untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such Person if such statement or omission was corrected in such Prospectus or supplement. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 5(c)) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based solely upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent that such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein or (ii) to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or such form of Prospectus or in any amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(vi), to the extent related to the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 6(c). In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "*Indemnified Party*"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "*Indemnifying Party*") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees, expenses and disbursements incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees, expenses and disbursements of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees, expenses and amounts; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party); *provided*, that the Indemnifying Party shall not be

liable for the fees, expenses and disbursements of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all fees, expenses and disbursements of the Indemnified Party (including reasonable fees, expenses and disbursements to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 5) shall be paid to the Indemnified Party, as incurred, within 20 Trading Days of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees, expenses and disbursements applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder. The failure to deliver written notice to the Indemnifying Party within a reasonable time of the commencement of any such action shall not relieve such Indemnifying Party of any liability to the Indemnified Party under this Section 5, except to the extent that the Indemnifying Party is materially and adversely prejudiced in its ability to defend such action.

(d) Contribution. If a claim for indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees, expenses or disbursements incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees, expenses or disbursements if the indemnification provided for in this Section 5 was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), (A) no Holder shall be required to contribute, in the aggregate with any other amounts payable by it under this Section 5, any amount in excess of the net proceeds actually received by such Holder from the sale of the Registrable Securities giving rise to such contribution obligation and (B) no contribution will be made under circumstances where the maker of such contribution would not have been required to indemnify the Indemnified Party under the fault standards set forth in this Section 5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section 5 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties and are not in diminution or limitation of the indemnification provisions under the Purchase Agreement.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all

rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement, without the requirement of posting a bond. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(iii)-(vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "*Advice*") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. Notwithstanding anything herein to the contrary, no Holder shall be required to discontinue disposition of Registrable Securities under a Registration Statement by virtue of the delivery by the Company of a notice of the occurrence of any event of the kind described in Section 3(c)(vi) on more than two occasions or for more than 90 total calendar days, in each case during any twelve-month period, or for more than 45 calendar days during any 90-day period.

(d) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date hereof, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(e) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders holding no less than a majority of the then outstanding Registrable Securities, provided that (i) any party may give a waiver as to itself and (ii) any proposed amendment that would, by its terms, have a disproportionate and materially adverse effect on any Holder shall require the consent of such Holder(s). Notwithstanding the foregoing, (1) a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of all of the Registrable Securities to which such waiver or consent relates and (2) none of the definitions of Filing Deadline, Effectiveness Deadline or Effectiveness Period, Section 2(e), Section 3(c), Section 5, Section 6(c), or the provisions of this sentence, may be amended, modified, or supplemented except with the consent of each Holder.

(f) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights (except by merger or in connection with another entity acquiring all or substantially all of the Company's assets) or obligations hereunder without the prior written consent of all the Holders of the then outstanding Registrable Securities. Each Holder may assign its respective rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement or the Notes; provided in each case that (i) the Holder agrees in writing with the transferee or assignee to assign such rights and related obligations under this Agreement, and for the transferee or assignee to assume such obligations, and a

copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being transferred or assigned, (iii) at or before the time the Company received the written notice contemplated by clause (ii) of this sentence, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein and (iv) the transferee is an "accredited investor," as that term is defined in Rule 501 of Regulation D.

(h) Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(j) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(k) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(l) Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

(m) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. The decision of each Purchaser to purchase Securities pursuant to the Transaction Documents has been made by such Purchaser independently of any other Purchaser and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any Subsidiary which may have been made or given by any other Purchaser or by any agent or employee of any other Purchaser, and no Purchaser and any of its agents or employees shall have any liability to any other Purchaser (or any other Person) relating to or arising from any such information, materials, statement or opinions. Nothing contained herein or in any Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group (including, without limitation, a "group" within the meaning of Section 13(d)(3) of the Exchange Act) with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the securities or enforcing its rights under the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any

other Purchaser to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Purchasers has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser. It is expressly understood that each provision contained in this Agreement is between the Company and a Purchaser, solely, and not between the Company and the Purchasers collectively and not between and among the Purchasers.

(n) Current Public Information. With a view to making available to the Holders the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the Commission that may at any time permit the Holders to sell shares of Common Stock to the public without registration, for so long as the Registrable Securities remain outstanding, the Company covenants and agrees to use reasonable best efforts to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until such date on which the Holders no longer hold any Registrable Securities; and (ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

LANZATECH GLOBAL, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

[NAME OF INVESTING ENTITY]

By: _____

Name:

Title:

ANNEX A

PLAN OF DISTRIBUTION[1]

We are registering the shares of common stock of LanzaTech Global, Inc., par value of $0.0001 per share ("Common Stock"), issuable upon conversion of the Notes to permit the resale of these shares of common stock by the holders from time to time after the date of this prospectus (the "Shares"). We will not receive any of the proceeds from the sale by the selling stockholders of the Shares. We will, or will procure to, bear all fees and expenses incident to our obligation to register the Shares.

The selling stockholders may sell all or a portion of the Shares beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the Shares are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering) or commissions or agent's commissions. The Shares may be sold on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions. The selling stockholders may use any one or more of the following methods when selling Shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- to or through underwriters or purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the selling stockholders to sell a specified number of such Shares at a stipulated price per Share;

[1] Note to Draft: Definitions to be conformed to resale S-3.

- through the writing or settlement of options or other hedging transactions, whether such options are listed on an options exchange or otherwise;

- a combination of any such methods of sale; and

- any other method permitted pursuant to applicable law.

The selling stockholders also may resell all or a portion of the Shares in open market transactions in reliance upon Rule 144 under the Securities Act, as amended, or the Securities Act, as permitted by that rule, or Section 4(a)(1) under the Securities Act, if available, rather than under this prospectus, provided that they meet the criteria and conform to the requirements of those provisions.

Broker-dealers engaged by the selling stockholders may arrange for other broker-dealers to participate in sales. If the selling stockholders effect such transactions by selling Shares to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the Shares for whom they may act as agent or to whom they may sell as principal. Such commissions will be in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction will not be in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2121.01.

In connection with sales of the Shares or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Shares in the course of hedging in positions they assume. The selling stockholders may also sell Shares short and if such short sale takes place after the date that this Registration Statement is declared effective by the Commission, the selling stockholders may deliver Shares covered by this prospectus to close out short positions and to return borrowed Shares in connection with such short sales. The selling stockholders may also loan or pledge Shares to broker-dealers that in turn may sell such Shares, to the extent permitted by applicable law. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling stockholders have been advised that they may not use Shares the resale of which has been registered on this registration statement to cover short sales of our Common Stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the Shares owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the Shares from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the Shares in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling stockholders and any broker-dealer or agents participating in the distribution of the Shares may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act in connection with such sales. In such event, any commissions paid, or any discounts or concessions allowed to, any such broker-dealer or agent and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions

or discounts under the Securities Act. Selling Stockholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the applicable prospectus delivery requirements of the Securities Act including Rule 172 thereunder and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Each selling stockholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Shares. Upon the Company being notified in writing by a selling stockholder that any material arrangement has been entered into with a broker-dealer for the sale of Common Stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such selling stockholder and of the participating broker-dealer(s), (ii) the number of Shares involved, (iii) the price at which such the Shares were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed 8.0%.

Under the securities laws of some U.S. states, the Shares may be sold in such states only through registered or licensed brokers or dealers. In addition, in some U.S. states the Shares may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholder will sell any or all of the Shares registered pursuant to the shelf registration statement, of which this prospectus forms a part.

Each selling stockholder and any other person participating in such distribution will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the Shares by the selling stockholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the Shares to engage in market-making activities with respect to the Shares. All of the foregoing may affect the marketability of the Shares and the ability of any person or entity to engage in market-making activities with respect to the Shares.

We will pay all expenses of the registration of the Shares pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; *provided*, *however*, that each selling stockholder will pay all underwriting discounts and selling commissions, if any and any related legal expenses incurred by it. We will indemnify the selling stockholders against certain liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreement, or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against certain civil liabilities set forth in the registration rights agreement, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling stockholders specifically for use in this prospectus, in accordance with the related registration rights agreements, or we may be entitled to contribution.

ANNEX B

SELLING STOCKHOLDER NOTICE AND QUESTIONNAIRE

The undersigned holder of Registrable Securities understands that the Company intends to file with the Securities and Exchange Commission a registration statement on Form S-3 (the "*Resale Registration Statement*") for the registration and the resale under Rule 415 of the Securities Act of 1933, as amended (the "*Securities Act*"), of the Registrable Securities in accordance with the terms of a Registration Rights Agreement, dated as of August 5, 2024, by and among the Company and the Purchasers named therein (the "*Agreement*"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Resale Registration Statement, a holder of Registrable Securities generally will be required to be named as a selling stockholder in the related prospectus or a supplement thereto (as so supplemented, the "*Prospectus*"), deliver the Prospectus to purchasers of Registrable Securities (including pursuant to Rule 172 under the Securities Act) and be bound by the provisions of the Agreement (including certain indemnification provisions, as described below). **Holders must complete and deliver this Notice and Questionnaire in order to be named as selling stockholders in the Prospectus. Holders of Registrable Securities who do not complete, execute and return this Notice and Questionnaire within five (5) Trading Days following the date of the Agreement (1) will not be named as selling stockholders in the Resale Registration Statement or the Prospectus and (2) may not use the Prospectus for resales of Registrable Securities**.

Certain legal consequences arise from being named as a selling stockholder in the Resale Registration Statement and the Prospectus. Holders of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not named as a selling stockholder in the Resale Registration Statement and the Prospectus.

NOTICE

The undersigned holder (the "*Selling Stockholder*") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities owned by it and listed below in Item (3), unless otherwise specified in Item (3), pursuant to the Resale Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands and agrees that it will be bound by the terms and conditions of this Notice and Questionnaire and the Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder:

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by the questionnaire):

2. Address for Notices to Selling Stockholder:

Telephone:
Fax:
Contact Person:
E-mail address of Contact Person:

3. Beneficial Ownership of Registrable Securities Issuable Pursuant to the Purchase Agreement:

(a) Type and Number of Registrable Securities beneficially owned and issued pursuant to the Agreement:

(b) Number of Registrable Securities to be registered pursuant to this Notice for resale:

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If "yes" to Section 4(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

Note: If yes, provide a narrative explanation below:

(d) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

Type and amount of other securities beneficially owned:

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. Plan of Distribution:

The undersigned has reviewed the form of Plan of Distribution attached as Annex A to the Registration Rights Agreement, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.

State any exceptions here:

****

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Resale Registration Statement. All notices hereunder and pursuant to the Agreement shall be made in writing, by hand delivery, confirmed or facsimile transmission, first-class mail or air courier guaranteeing overnight delivery at the address set forth below. In the absence of any such notification, the Company shall be entitled to continue to rely on the accuracy of the information in this Notice and Questionnaire.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items (1) through (7) above and the inclusion of such information in the Resale Registration Statement and the Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and the Prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Resale Registration Statement. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the Commission pursuant to the Securities Act.

The undersigned hereby acknowledges and is advised of the following Question 239.10 of the Securities Act Rules Compliance and Disclosure Interpretations regarding short selling:

"*An Issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling stockholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be*

made before the registration statement become effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date."

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing interpretation.

I confirm that, to the best of my knowledge and belief, the foregoing statements (including without limitation the answers to this Questionnaire) are correct.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Beneficial Owner:

By: _____

Name:

Title:

PLEASE EMAIL A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Keunjung Cho
Covington & Burling LLP
One International Place, Suite 1020
Telephone No.: (617) 603 8818
Attention: Keunjung Cho
E-mail: kcho@cov.com