

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): July 10, 2025

**LanzaTech Global, Inc.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation)

001-40282

(Commission File Number)

92-2018969

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

8045 Lamon Avenue, Suite 400  
Skokie, Illinois

(Address of principal executive offices)

60077

(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
Warrants to purchase Common Stock	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.

On July 10, 2025 (the “Amendment Date”) in connection with the amendments to the Loan Agreement (as defined below) and the Framework Agreement (as defined below) contemplated by the previously reported consent (the “Consent”) of BGTF LT Aggregator LP (“BGTF”), LanzaTech Global, Inc. (the “Company”), LanzaTech, Inc. and LanzaTech NZ, Inc. (collectively, the “LanzaTech Parties”) and BGTF entered into Amendment No. 1 to Loan Agreement (the “Loan Agreement Amendment”) amending that certain Loan Agreement, dated as of February 14, 2025, by and among the LanzaTech Parties and BGTF (the “Loan Agreement” and, as amended by the Loan Agreement Amendment, the “Amended Loan Agreement”), and LanzaTech, Inc. and BGTF entered into Amendment No. 1 to Framework Agreement (the “Framework Agreement Amendment” and, together with the Loan Agreement Amendment, the “Amendments”) amending that certain Framework Agreement, dated as of October 2, 2022, by and between LanzaTech, Inc. and BGTF (the “Framework Agreement” and, as amended by the Framework Agreement Amendment, the “Amended Framework Agreement”).

As previously disclosed:

- Under the Amended Loan Agreement, (i) the maturity date of the loan has been extended from October 3, 2027 to December 3, 2029 (the period from October 4, 2027 to December 3, 2029, the “extension period”), (ii) interest will accrue on a daily basis on the unpaid principal balance of the loan at (a) 8% per annum, payable quarterly in cash, from October 4, 2027 through and including December 3, 2028 and (b) 12% per annum, payable quarterly in cash, from December 4, 2028 through and including December 3, 2029 and (iii) during the extension period, the deemed repayment provisions set forth in the Loan Agreement associated with equity funding required for qualifying projects will not apply to eligible projects under the Amended Framework Agreement with respect to which BGTF has (or is deemed to have) delivered a rejection notice; and
- Under the Amended Framework Agreement, the end date of the initial term has been extended from October 2, 2027 to December 3, 2028.

Each Amendment further provides that the extension terms described above will be null and void and of no further force and effect unless one of the following conditions is satisfied by October 3, 2027: (i) (x) a Subsequent Financing (as defined in the Amended and Restated Certificate of Designation of Series A Convertible Preferred Stock (the “Series A Preferred Stock”), dated June 2, 2025 (the “A&R CoD”)) or Other Financing (as defined in the A&R CoD) has been consummated and (y) either (A) all outstanding shares of the Series A Preferred Stock have been converted into shares of common stock of the Company or (B) the intercreditor agreement between BGTF and LanzaTech Global SPV, LLC, the purchaser of the Series A Preferred Stock (the “Preferred Investor”) is in effect providing that any right of payment of the Preferred Investor (and/or its permitted assignees) in connection with (1) a redemption of the Series A Preferred Stock using cash from the Company’s balance sheet, (2) a Promissory Note (as defined in the A&R CoD) or (3) any other indebtedness incurred through an exchange of the Series A Preferred Stock shall, in each case, be subordinated to all of BGTF’s right of payment to the loan under the Amended Loan Agreement and the guarantees thereof; or (ii) an In-Court Restructuring (as defined in the Amendments) has been completed.

The foregoing summaries of the Loan Agreement Amendment and the Framework Agreement Amendment do not purport to be complete and are qualified in their entirety by the full text of such Amendments, copies of which are being filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and are incorporated by reference herein.

For more information regarding the Framework Agreement and the Loan Agreement, we refer you to the full texts thereof filed as Exhibit 10.32 and Exhibit 10.41, respectively, to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the Securities and Exchange Commission (the “SEC”) on April 15, 2025. For more information on the A&R CoD, we refer you to the full text of the Amended and Restated Certificate of Designation of Series A Convertible Senior Preferred Stock, filed as Exhibit 3.2 to the Company’s Current Report on Form 8-K filed with the SEC on June 3, 2025.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Amendment No. 1 to Loan Agreement, dated July 10, 2025, among the LanzaTech Parties and BGTE.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Amendment No. 1 to Framework Agreement, dated July 10, 2025, between LanzaTech, Inc. and BGTE.</u></a>
<b>104</b>	Cover Page Interactive Data File (formatted as Inline XBRL)

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**SIGNATURES**

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

Dated: July 16, 2025

**LANZATECH GLOBAL, INC.**

By: /s/ Amanda Koenig Fuisz

Name: Amanda Koenig Fuisz

Title: Interim General Counsel

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## AMENDMENT NO. 1 TO LOAN AGREEMENT

This AMENDMENT NO. 1 TO LOAN AGREEMENT (this "Agreement") dated as of July 10, 2025, is made by and among BGTF LT Aggregator LP ("Brookfield"), LanzaTech NZ, Inc., a Delaware corporation (the "Company"), LanzaTech, Inc., a Delaware corporation (the "Guarantor"), and LanzaTech Global, Inc., a Delaware corporation (f/k/a/ AMCI Acquisition Corp. II) (the "Borrower" and together with the Company and the Guarantor, collectively, the "LanzaTech Parties").

WHEREAS, Brookfield, the Company, the Guarantor and the Borrower are party to that certain Loan Agreement, dated as of February 14, 2025 (the "Loan Agreement" and the Loan Agreement as amended by this Agreement, the "Amended Loan Agreement").

WHEREAS, as of the date hereof, the principal amount plus accrued interest is \$49,051,703.

WHEREAS, the Borrower (a) issued an aggregate of 20,000,000 shares of preferred stock, designated as "Series A Convertible Senior Preferred Stock," par value \$0.0001 per share (the "Series A Preferred Stock"), pursuant to (i) that certain Series A Convertible Senior Preferred Stock Purchase Agreement, dated May 7, 2025, by and among the Company and each of the "Purchasers" signatory thereto from time to time (as amended by that certain Amendment No. 1 to the Series A Convertible Senior Preferred Stock Purchase Agreement, dated as of June 2, 2025, and as further amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "Series A SPA"), and (ii) that certain Amended and Restated Certificate of Designation of Series A Convertible Preferred Stock of LanzaTech Global, Inc., filed with the Delaware Secretary of State on June 2, 2025 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "COD"), and (b) consummated the transactions contemplated by the Series A SPA and the COD (collectively, the "Series A Transactions").

WHEREAS, Brookfield, the Company, the Guarantor and the Borrower entered into that certain Consent and Waiver, dated as of June 2, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Consent and Waiver").

WHEREAS, pursuant to the Consent and Waiver, Brookfield has consented to make certain modifications to the Loan Agreement as set forth herein, and Brookfield, the Company, the Guarantor and the Borrower each desire to amend the Loan Agreement on the terms and conditions set forth herein.

NOW THEREFORE, pursuant to Section 18 of the Loan Agreement and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, capitalized terms used in the Amended Loan Agreement are used herein as defined in the Loan Agreement.

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Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, effective as of the Amendment No. 1 Effective Date (as defined below), the Loan Agreement is hereby amended as follows:

(a) Section 4 of the Loan Agreement is hereby amended and restated in its entirety as follows:

“The outstanding principal amount of the Loan, together with accrued interest, shall be due and payable upon the earliest to occur of (x) 11:59 p.m. (New York time) on December 3, 2029, (y) the date of consummation of a Change of Control where the buyer actually or constructively terminates Brookfield under the Framework Agreement and (z) a breach by the Borrower, the Company or the Guarantor of any provision of this Loan Agreement that remains uncured for a period of ten (10) calendar days from the earlier of notice to or knowledge by the Borrower of such breach (such date, the “Maturity Date”); provided that the interest due and payable on the Maturity Date shall include interest accrued through and including the Maturity Date, regardless of the time on such date that the payment is made.

“Change of Control” shall mean (a) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Borrower having the right to vote for the election of members of the board of directors of the Borrower (the “Board”), (b) any reorganization, merger or consolidation of the Borrower, other than a transaction or series of related transactions in which the holders of the voting securities of the Borrower outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Borrower or such other surviving or resulting parent entity, or (c) a sale, lease or other disposition of all or substantially all of the assets of the Borrower.”

(b) Section 5 of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(a) From and after the date of this Loan Agreement to and including October 3, 2027, for each \$50,000,000 of aggregate Equity Funding (as defined in the Framework Agreement) required for Qualifying Projects (as defined in this Section 5(a)), as determined in accordance with the Framework Agreement, \$5,000,000 of the principal amount of the Loan shall be deemed to have been repaid; provided that the Equity Funding for each such Project (as defined in the Framework Agreement) shall accrue as of (i) for Approved Projects (as defined in the Framework Agreement), the closing of the Acquisition (as defined in the Framework Agreement) of each such Approved Project, and (ii) for Eligible Projects (as defined in the Framework Agreement) with respect to which Brookfield has or is deemed to have delivered a Rejection Notice (as defined in the Framework Agreement) to the Guarantor, the delivery or deemed delivery by Brookfield of a Rejection Notice to the Guarantor with respect to each such Eligible Project. “Qualifying Project”

means any Approved Project acquired by Brookfield or any Eligible Project with respect to which Brookfield has or is deemed to have delivered a Rejection Notice to the Guarantor; and

(b) From and after October 4, 2027 to and including December 3, 2029, for each \$50,000,000 of aggregate Equity Funding (as defined in the Framework Agreement) required for an Approved Project (as defined in the Framework Agreement) acquired by Brookfield, as determined in accordance with the Framework Agreement, \$5,000,000 of the principal amount of the Loan shall be deemed to have been repaid; provided that the Equity Funding for each such Project (as defined in the Framework Agreement) shall accrue as of the closing of the Acquisition (as defined in the Framework Agreement) of each such Approved Project.”

(c) Section 6 of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(a) From and after the date of this Loan Agreement through and including October 3, 2027 (the “PIK Interest Period”), interest shall accrue on the unpaid principal balance of the Loan at the rate of eight percent (8%) per annum, compounded annually, and shall be capitalized and added to the outstanding principal amount of the Loan;

(b) From and after October 4, 2027 through and including December 3, 2028, interest shall accrue on the unpaid principal balance of the Loan on a daily basis at the rate of eight percent (8%) per annum, and such interest shall be payable in cash on the last business day of each fiscal quarter commencing on the first such date to occur after October 4, 2027 and on December 3, 2028; and

(c) From and after December 4, 2028 through and including December 3, 2029, interest shall accrue on the unpaid principal balance of the Loan on a daily basis at the rate of twelve percent (12%) per annum, and such interest shall be payable in cash on the last business day of each fiscal quarter commencing on the first such date to occur after December 4, 2028 and on December 3, 2029;

Interest payable pursuant to this Section 4 shall be computed on a basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and the actual days elapsed in the applicable period during which it accrues.”

(d) Section 8 of the Loan Agreement is hereby amended and restated in its entirety as follows:

**“8. Certain Defined Terms.**

“Amendment No. 1” means the Amendment No. 1 to Loan Agreement, dated as of July 10, 2025, by and among Brookfield, the Company, the Guarantor and the Borrower.

“Amendment No. 1 Effective Date” means the Amendment No. 1 Effective Date, as defined in Amendment No. 1.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now and hereafter in effect, or any successor statute.

“COD” means that certain Amended and Restated Certificate of Designation of Series A Convertible Preferred Stock of LanzaTech Global, Inc., filed with the Delaware Secretary of State on June 2, 2025, as amended, restated, amended and restated, modified or otherwise supplemented from time to time.

“Consent and Waiver” means that certain Consent and Waiver, dated as of June 2, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Brookfield, the Company, the Guarantor and the Borrower.

“In-Court Restructuring” means a chapter 11 plan that (a) provides for (i) amounts owed under the Loan Agreement to be unimpaired (as defined in section 1124 of the Bankruptcy Code) in the same principal amount outstanding as of the commencement of such bankruptcy proceeding, plus any accrued but unpaid interest, fees, or other amounts arising under the Loan Agreement in accordance with its terms (including, for the avoidance of doubt, any terms set forth in Amendment No. 1) (the “Surviving Brookfield Debt”), (ii) the distribution of 100% of the equity in the reorganized Borrower (together with its direct and indirect subsidiaries, the “Reorganized Company”) to certain holders of Promissory Notes (as defined in the COD as in effect on the Amendment No. 1 Effective Date) or the Series A Preferred Stock, as applicable, on account of their claims and/or interests thereunder and (iii) the cancellation of the existing equity interests in the Borrower and (b) does not provide for the Reorganized Company to have any funded debt other than (i) the Surviving Brookfield Debt and (ii) if applicable, exit financing in an aggregate principal amount as may be agreed by Brookfield (not to be unreasonably withheld, conditioned or delayed), the proceeds of which are used to repay any debtor-in-possession financing incurred in connection with any chapter 11 case of the LanzaTech Parties.

“LanzaTech Parties” means, collectively, the Borrower, the Company and the Guarantor.

“Operative Condition” means either

- (i) (x) a Subsequent Financing or an Other Financing (as each term is defined in the COD as in effect on the Amendment No. 1 Effective Date) has been consummated and (y) either (A) all outstanding Series A Preferred Stock has been converted into shares of Common Stock (as defined in the COD as in effect on the Amendment No. 1 Effective Date) of the Borrower or (B) the intercreditor agreement between Brookfield and LanzaTech Global SPV, LLC is in effect providing that any right of payment of LanzaTech Global SPV, LLC (and/or its permitted assignees) in connection with (i) a redemption of Series A Preferred Stock using cash from the Company’s balance sheet, (ii) a Promissory Note (as defined in the COD as in effect on the Amendment No. 1 Effective Date) or (iii) any other indebtedness incurred through an exchange of Series A Preferred Stock, shall, in each case of the foregoing clauses (i)-(iii), be subordinated to all of Brookfield’s right of payment to the Loan and the guarantees thereof; or
- (ii) an In-Court Restructuring has been completed.

“Series A SPA” means that certain Series A Convertible Senior Preferred Stock Purchase Agreement, dated May 7, 2025, by and among the Company and each of the “Purchasers” signatory thereto from time to time (as amended by that certain Amendment No. 1 to the Series A Convertible Senior Preferred Stock Purchase Agreement, dated as of June 2, 2025, and as further amended, restated, amended and restated, modified or otherwise supplemented from time to time), pursuant to which the Borrower issued an aggregate of 20,000,000 shares of preferred stock, designated as “Series A Convertible Senior Preferred Stock,” par value \$0.0001 per share (the “Series A Preferred Stock”).

(e) Section 15 of the Loan Agreement is hereby amended to add the following text at the end thereof:

“As of July 10, 2025, Brookfield represents, warrants and agrees that, to Brookfield's knowledge, there is no claim, suit, action, proceeding, arbitration, complaint, charge or investigation (each, a "Claim") pending, or, to Brookfield's knowledge, any basis for any Claim, in any such case that could entitle Brookfield to indemnification or expense reimbursement under this Section 15. Brookfield also agrees that (i) to the extent that Brookfield has breached the representation and warranty in the immediately preceding sentence, Brookfield shall not make any claim for indemnification or expense reimbursement against the Borrower under this Section 15 in respect of any such Claims and (ii) it will not seek reimbursement under this Section 15 for any expenses arising out of its negotiations and proposals in respect of one or more potential transactions with Guarantor evaluated on or prior to May 7, 2025 (it being understood that the Borrower is not hereby agreeing to the appropriateness of any such potential reimbursement).”

Section 3. Representations and Warranties.

(a) Each of the Borrower, the Company and the Guarantor represents and warrants to Brookfield that, after giving effect to the Consent and Waiver and the terms of this Agreement, the representations and warranties set forth in Section 13(a) of the Loan Agreement are true, complete and correct in all material respects on the date hereof as if made on and as of the date hereof and as if each reference to “this Loan Agreement” in Section 13(a) of the Loan Agreement referred to the Amended Loan Agreement.

(b) Brookfield represents and warrants to each of the Borrower, the Company and the Guarantor that, after giving effect to the terms of this Agreement, the representations and warranties set forth in Section 13(b) of the Loan Agreement are true, complete and correct in all material respects on the date hereof as if made on and as of the date hereof and as if each reference to “this Loan Agreement” in Section 13(b) of the Loan Agreement referred to the Amended Loan Agreement.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective upon satisfaction of the following conditions (the date of satisfaction or waiver of the following conditions, the “Amendment No. 1 Effective Date”):

(a) Execution. (i) Brookfield (or its counsel) shall have received counterparts of this Agreement executed by the Borrower, the Company and the Guarantor and (ii) the

Borrower, the Company and the Guarantor (or their respective counsel) shall have received counterparts of this Agreement executed by Brookfield; and

(b) Payment of Fees and Expenses. Brookfield shall have received reimbursement or payment of all reasonable and documented costs and expenses (including the reasonable and documented fees and disbursements of counsel to Brookfield) required to be reimbursed or paid by the LanzaTech Parties pursuant to the Consent and Waiver.

Notwithstanding anything to the contrary herein, in the event an Operative Condition has not be satisfied by October 3, 2027, the amendments set forth in Sections 2(a)-2(d) of this Agreement shall be null and void and shall be of no further force or effect and the terms of the Loan Agreement shall remain unamended thereby.

Section 5. No Novation or Mutual Departure. Each of Brookfield, the Borrower, the Company and the Guarantor expressly acknowledges and agrees that there has not been, and this Agreement does not constitute or establish, a novation with respect to the Loan Agreement, or a mutual departure from the strict terms, provisions, and conditions thereof, other than with respect to the amendments contained in Section 2 hereof. Except as otherwise expressed herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of Brookfield under the Amended Loan Agreement, nor constitute a waiver of any provision of the Amended Loan Agreement. This Agreement shall not constitute a course of dealing between the LanzaTech Parties, on the one hand, and Brookfield, on the other hand, at variance with the Amended Loan Agreement such as to require further notice by Brookfield to require strict compliance with the terms of the Amended Loan Agreement in the future, except as expressly set forth herein.

Section 6. Confirmation. Each of the Borrower, the Company and the Guarantor hereby confirms its obligations, including, with respect to the Guarantor, its guarantee obligations, under the Amended Loan Agreement as of the date hereof. Each party, by its execution of this Agreement, hereby confirms that the obligations under the Amended Loan Agreement shall remain in full force and effect as of the date hereof.

Section 7. Miscellaneous.

(a) This Agreement shall be limited as written and nothing herein shall be deemed to constitute an amendment or waiver of any other term, provision or condition of the Amended Loan Agreement in any other instance than as expressly set forth herein or prejudice any right or remedy that Brookfield may now have or may in the future have under the Amended Loan Agreement. This Agreement and the Amended Loan Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of a counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(b) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ITS CONFLICT OF LAWS PRINCIPLES OR ANY OTHER RULE, REGULATION OR PRINCIPLE THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER STATE'S LAW.

(c) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile. Any facsimile signatures have the same legal effect as manual signatures.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**LANZATECH GLOBAL, INC.,** as the Borrower

By: /s/ Jennifer Holmgren  
Name: Jennifer Holmgren  
Title: Chief Executive Officer

**LANZATECH, INC.**

By: /s/ Jennifer Holmgren  
Name: Jennifer Holmgren  
Title: Chief Executive Officer

**LANZATECH NZ, INC.**

By: /s/ Jennifer Holmgren  
Name: Jennifer Holmgren  
Title: Chief Executive Officer

[Signature Page to Amendment No.1 to Loan Agreement]

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**BGTF LT AGGREGATOR LP**

By: /s/ James Bodi  
Name: James Bodi  
Title: Director

[Signature Page to Amendment No.1 to Loan Agreement]

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## AMENDMENT NO. 1 TO FRAMEWORK AGREEMENT

This AMENDMENT NO. 1 TO FRAMEWORK AGREEMENT (this “Agreement”) dated as of July 10, 2025, is made by and between BGTF LT Aggregator LP (“Investor”) and LanzaTech, Inc., a Delaware corporation (the “Developer”).

WHEREAS, the Investor and the Developer are party to that certain Framework Agreement, dated as of October 2, 2022 (as in effect from time to time prior to the date hereof, the “Framework Agreement” and the Framework Agreement as amended by this Agreement, the “Amended Framework Agreement”).

WHEREAS, LanzaTech Global, Inc., a Delaware corporation and the parent entity of the Developer (“LanzaTech Global”), (a) issued an aggregate of 20,000,000 shares of preferred stock, designated as “Series A Convertible Senior Preferred Stock,” par value \$0.0001 per share (the “Series A Preferred Stock”), pursuant to (i) that certain Series A Convertible Senior Preferred Stock Purchase Agreement, dated May 7, 2025, by and among LanzaTech Global and each of the “Purchasers” signatory thereto from time to time (as amended by that certain Amendment No. 1 to the Series A Convertible Senior Preferred Stock Purchase Agreement, dated as of June 2, 2025, and as further amended, restated, amended and restated, modified or otherwise supplemented from time to time, the “Series A SPA”), and (ii) that certain Amended and Restated Certificate of Designation, filed with the Delaware Secretary of State on June 2, 2025 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the “COD”), and (b) consummated the transactions contemplated by the Series A SPA and the COD (collectively, the “Series A Transactions”).

WHEREAS, the Investor, the Developer, LanzaTech Global and LanzaTech NZ, Inc., a Delaware corporation (“LanzaTech NZ” and together with the Developer and LanzaTech Global, collectively the “LanzaTech Parties”) entered into that certain Consent and Waiver, dated as of June 2, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Consent and Waiver”).

WHEREAS, pursuant to the Consent and Waiver, the Investor has consented to make certain modifications to the Framework Agreement as set forth herein, and the Investor and the Developer desire to amend the Framework Agreement on the terms and conditions set forth herein.

NOW THEREFORE, pursuant to Section 10.12 of the Framework Agreement and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, capitalized terms used in the Amended Framework Agreement are used herein as defined in the Framework Agreement.

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Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, effective as of the Amendment No. 1 Effective Date (as defined below), the Framework Agreement is hereby amended as follows:

(a) Section 1.1 of the Framework Agreement is hereby amended by inserting the following new defined terms therein in alphabetical order:

“Amendment No. 1” means the Amendment No. 1 to Framework Agreement, dated as of July 10, 2025, by and between the Investor and the Developer.

“Amendment No. 1 Effective Date” means the Amendment No. 1 Effective Date, as defined in Amendment No. 1.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now and hereafter in effect, or any successor statute.

“COD” means that certain Amended and Restated Certificate of Designation of Series A Convertible Preferred Stock of LanzaTech Global, Inc., filed with the Delaware Secretary of State on June 2, 2025, as amended, restated, amended and restated, modified or otherwise supplemented from time to time.

“In-Court Restructuring” means a chapter 11 plan that (a) provides for (i) amounts owed under the Loan Agreement to be unimpaired (as defined in section 1124 of the Bankruptcy Code) in the same principal amount outstanding as of the commencement of such bankruptcy proceeding, plus any accrued but unpaid interest, fees, or other amounts arising under the Loan Agreement in accordance with its terms (including, for the avoidance of doubt, any terms set forth in Amendment No. 1) (the “Surviving Brookfield Debt”), (ii) the distribution of 100% of the equity in the reorganized LanzaTech Global (together with its direct and indirect subsidiaries, the “Reorganized Company”) to certain holders of Promissory Notes (as defined in the COD as in effect on the Amendment No. 1 Effective Date) or the Series A Preferred Stock, as applicable, on account of their claims and/or interests thereunder and (iii) the cancellation of the existing equity interests in LanzaTech Global and (b) does not provide for the Reorganized Company to have any funded debt other than (i) the Surviving Brookfield Debt and (ii) if applicable, exit financing in an aggregate principal amount as may be agreed by Investor (not to be unreasonably withheld, conditioned or delayed), the proceeds of which are used to repay any debtor-in-possession financing incurred in connection with any chapter 11 case of the LanzaTech Parties.

“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.

“LanzaTech Global” means LanzaTech Global, Inc., a Delaware corporation and the parent entity of the Developer.

“LanzaTech Parties” means, collectively, the Investor, the Developer and LanzaTech Global.

“Loan Agreement” means that certain Loan Agreement, dated as of February 14, 2025, by and among the Investor and the LanzaTech Parties, as amended, restated, amended and restated, modified or otherwise supplemented from time to time.

“Operative Condition” means either

- (i) (x) a Subsequent Financing or an Other Financing (as each term is defined in the COD as in effect on the Amendment No. 1 Effective Date) has been consummated and (y) either (A) all outstanding Series A Preferred Stock has been converted into shares of Common Stock (as defined in the COD as in effect on the Amendment No. 1 Effective Date) of LanzaTech Global or (B) the intercreditor agreement between Investor and LanzaTech Global SPV, LLC is in effect providing that any right of payment of LanzaTech Global SPV, LLC (and/or its permitted assignees) in connection with (i) a redemption of Series A Preferred Stock using cash from LanzaTech Global’s balance sheet, (ii) a Promissory Note (as defined in the COD as in effect on the Amendment No. 1 Effective Date) or (iii) any other indebtedness incurred through an exchange of Series A Preferred Stock, shall, in each case of the foregoing clauses (i)-(iii), be subordinated to all of Investor’s right of payment to the Loan (as defined in the Loan Agreement) and the guarantees thereof; or
- (ii) an In-Court Restructuring has been completed.

“Series A SPA” means that certain Series A Convertible Senior Preferred Stock Purchase Agreement, dated May 7, 2025, by and among LanzaTech Global and each of the “Purchasers” signatory thereto from time to time (as amended by that certain Amendment No. 1 to the Series A Convertible Senior Preferred Stock Purchase Agreement, dated as of June 2, 2025, and as further amended, restated, amended and restated, modified or otherwise supplemented from time to time), pursuant to which LanzaTech Global issued an aggregate of 20,000,000 shares of preferred stock, designated as “Series A Convertible Senior Preferred Stock,” par value \$0.0001 per share (the “Series A Preferred Stock”).

(b) The definition of “Equity Funding” in Section 1.1 of the Framework Agreement is hereby amended restated in its entirety as follows:

“**Equity Funding**” means, with respect to any Project, the amount of the total projected Capital Costs through commercial operation of such Project to be funded by way of capital contributions by Investor and/or its Affiliates (as specified in the agreed Financial Model), taking into consideration the debt commitments indicated in the applicable Project Financing Indication; *provided* that if the Project Financing Indication for such Project provides for debt financing representing greater than 50% of the total projected Capital Costs as of FID, then the Equity Funding amount for such Project shall be considered to be 50% of the total projected Capital Costs as of FID in the applicable Financial Model solely for purposes of calculating the deemed repayment of the loan for purposes of Section 5 of the Loan Agreement. The final amount of Equity Funding for a Project shall be determined following receipt of the Project Financing Indication.

(c) Section 7.1 of the Framework Agreement is hereby amended by replacing the reference to “5:00 p.m. New York City time on the fifth (5th) anniversary of the Effective Date” therein with “December 3, 2028”.

Section 3. Representations and Warranties. Each of the Investor and the Developer represents and warrants to each other, after giving effect to the Consent and Waiver and the terms of this Agreement and in respect of Section 4.1(d) other than as disclosed by LanzaTech Global in its filings with the Securities and Exchange Commission and as set forth on Schedule 1 hereto, that the representations and warranties set forth in Article IV of the Framework Agreement are true, complete and correct in all material respects on the date hereof as if made on and as of the date hereof and as if each reference to “this Agreement” in Article IV of the Framework Agreement referred to the Amended Framework Agreement.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective upon satisfaction of the following conditions (the date of satisfaction or waiver of the following conditions, the “Amendment No. 1 Effective Date”):

(a) Execution. (i) The Investor (or its counsel) shall have received counterparts of this Agreement executed by the Developer and (ii) the Developer (or its counsel) shall have received counterparts of this Agreement executed by the Investor.

(b) Payment of Fees and Expenses. The Investor shall have received reimbursement or payment of all reasonable and documented costs and expenses (including the reasonable and documented fees and disbursements of counsel to the Investor) required to be reimbursed or paid by the Developer pursuant to the Consent and Waiver.

Notwithstanding anything to the contrary herein, each of the amendments set forth in Section 2 hereof shall only become operative if an Operative Condition has been satisfied by October 3, 2027. In the event an Operative Condition has not be satisfied by such date, this Agreement shall be null and void and shall be of no further force or effect.

Section 5. No Novation or Mutual Departure. Each of the Investor and the Developer expressly acknowledges and agrees that there has not been, and this Agreement does not constitute or establish, a novation with respect to the Framework Agreement, or a mutual departure from the strict terms, provisions, and conditions thereof, other than with respect to the amendments contained in Section 2 hereof. Except as otherwise expressed herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Investor under the Amended Framework Agreement, nor constitute a waiver of any provision of the Amended Framework Agreement. This Agreement shall not constitute a course of dealing between the Developer, on the one hand, and the Investor, on the other hand, at variance with the Amended Framework Agreement such as to require further notice by the Investor to require strict compliance with the terms of the Amended Framework Agreement in the future, except as expressly set forth herein.

Section 6. Confirmation. Each of the Developer and the Investor hereby confirms its obligations under the Amended Framework Agreement as of the date hereof. Each

party, by its execution of this Agreement, hereby confirms that the obligations under the Amended Framework Agreement shall remain in full force and effect as of the date hereof.

Section 7. Miscellaneous.

(a) This Agreement shall be limited as written and nothing herein shall be deemed to constitute an amendment or waiver of any other term, provision or condition of the Amended Framework Agreement in any other instance than as expressly set forth herein or prejudice any right or remedy that either party may now have or may in the future have under the Amended Framework Agreement. This Agreement and the Amended Framework Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of a counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The provisions of Article IX and X of the Amended Framework Agreement are hereby incorporated herein, *mutatis mutandis*.

(b) THIS AGREEMENT SHALL BE CONSTRUED UNDER, AND ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties need not sign the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf) 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.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**LANZATECH, INC.**, as the Developer

By: /s/ Jennifer Holmgren  
Name: Jennifer Holmgren  
Title: Chief Executive Officer

**BGTF LT AGGREGATOR LP**, as the Investor

By: /s/ James Bodi  
Name: James Bodi  
Title: Director

[Signature Page to Amendment No.1 to Framework Agreement]

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**Schedule 1**

· *Carbon Direct Fund II Blocker I LLC v. LanzaTech Global, Inc.*, C.A. No. 2025-0747-BWD (Del. Ch. June 30, 2025).

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