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): March 8, 2022

AMCI ACQUISITION CORP. II

(Exact name of registrant as specified in its charter)

Delaware	**001-40282**	**86-1763050**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

600 Steamboat Road
Greenwich, Connecticut 06830
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(203) 625-9200**

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

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

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock and one-half of one redeemable warrant	**AMCIU**	**The Nasdaq Stock Market LLC**
Class A common stock, par value $0.0001 per share	**AMCI**	**The Nasdaq Stock Market LLC**
Redeemable warrants, each warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50	**AMCIW**	**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).

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

Merger Agreement

On March 8, 2022, AMCI Acquisition Corp. II, a Delaware corporation ("AMCI"), entered into an Agreement and Plan of Merger with AMCI Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of AMCI ("Merger Sub"), and LanzaTech NZ, Inc., a Delaware corporation ("LanzaTech") (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"). If the Merger Agreement and the transactions contemplated thereby (the "Business Combination") are approved by AMCI's stockholders and LanzaTech's stockholders, and the closing conditions in the Merger Agreement are satisfied or waived, then, among other things, upon the terms and subject to the conditions of the Merger Agreement and in accordance with Delaware General Corporation Law, Merger Sub will merge with and into LanzaTech, with LanzaTech surviving the merger as a wholly owned subsidiary of AMCI (the "Merger"). In connection with the consummation of the Merger, AMCI will be renamed "LanzaTech Global, Inc." and is referred to herein as "New LanzaTech" as of the time following such change of name.

Under the Merger Agreement, AMCI has agreed to acquire all of the outstanding equity interests of LanzaTech for consideration consisting of equity interests of New LanzaTech valued at $1,817,000,000 in the aggregate. The consideration to be paid to holders of shares of LanzaTech capital stock will be shares of common stock of New LanzaTech ("New LanzaTech Common Stock"), valued at $10.00 per share, to be paid at the closing of the Merger. The number of shares of New LanzaTech Common Stock payable in the Merger in respect of each share of LanzaTech capital stock (each, a "LanzaTech Share") will be determined based on the exchange ratio (the "Exchange Ratio"), and certain corresponding adjustments, in each case as set forth in the Merger Agreement.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"): (i) each warrant to purchase LanzaTech Shares (each, a "LanzaTech Warrant") that is outstanding and unexercised immediately prior to the Effective Time and would automatically be exercised or exchanged in full in accordance with its terms by virtue of the occurrence of the Merger, will be so automatically exercised or exchanged in full for the applicable LanzaTech Shares, and each such LanzaTech Share will be treated as being issued and outstanding immediately prior to the Effective Time and will be canceled and converted into the right to receive the applicable shares of New LanzaTech Common Stock; and (ii) each LanzaTech Warrant that is outstanding and unexercised immediately prior to the Effective Time and is not automatically exercised in full as described in clause (i) will be converted into a warrant to purchase shares of New LanzaTech Common Stock, in which case (a) the number of shares underlying such New LanzaTech warrant (each, a "New LanzaTech Warrant") will be determined by multiplying the number of LanzaTech Shares subject to such warrant immediately prior to the Effective Time, by the Exchange Ratio and (b) the per share exercise price of such New LanzaTech Warrant will be determined by dividing the per share exercise price of such LanzaTech Warrant immediately prior to the Effective Time by the Exchange Ratio, except that in the case of certain warrants specified in the Merger Agreement, such exercise price will be $10.00.

Pursuant to the Merger Agreement, at the Effective Time, each option to purchase LanzaTech Shares (each, a "LanzaTech Option") will be converted into an option to purchase a number of shares of New LanzaTech Common Stock (rounded down to the nearest whole share) equal to the product of (i) the number of LanzaTech Shares subject to such LanzaTech Option multiplied by (ii) the Exchange Ratio. The exercise price of such New LanzaTech option will be equal to the quotient of (a) the exercise price per share of such LanzaTech Option in effect immediately prior to the Effective Time divided by (b) the Exchange Ratio (and as so determined, this exercise price will be rounded up to the nearest full cent).

Pursuant to the Merger Agreement, at the Effective Time, each award of restricted shares of LanzaTech common stock (each, a "LanzaTech RSA") that is outstanding immediately prior to the Effective Time will be converted into an award of restricted shares of New LanzaTech Common Stock (each, a "New LanzaTech RSA") on the same terms and conditions as were applicable to such LanzaTech RSA immediately prior to the Effective Time, except that such New LanzaTech RSA will relate to a number of shares of New LanzaTech Common Stock equal to the number of LanzaTech Shares subject to such LanzaTech RSA, multiplied by the Exchange Ratio.

The parties to the Merger Agreement have made customary representations, warranties and covenants in the Merger Agreement, including, among others, covenants with respect to the conduct of AMCI, Merger Sub and LanzaTech and its subsidiaries prior to the closing of the Merger.

The closing of the Merger is subject to certain customary conditions, including, among others, (i) adoption by AMCI's stockholders and LanzaTech's stockholders of the Merger Agreement and their approval of certain other actions related to the Business Combination, (ii) the expiration or termination of the waiting period (or any extension thereof) applicable to the transactions contemplated by the Merger Agreement and any ancillary agreements, in each case under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, (iii) the effectiveness of a registration statement on Form S-4 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act") with respect to the shares of New LanzaTech Common Stock to be paid as consideration in the Merger, (iv) there being no government order or law enjoining, prohibiting or making illegal the consummation of the Merger or the transactions contemplated by the Merger Agreement, (v) AMCI having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) after giving effect to any payments required to be made in connection with the redemption of AMCI's public shares and the proceeds from the Subscription Agreements described below, (vi) AMCI having at least $250,000,000 of cash at the closing of the Merger, consisting of cash held in AMCI's trust account after taking into account any redemption of AMCI's public shares, and the proceeds from the Subscription Agreements described below, net of transaction expenses of AMCI and LanzaTech, and (vii) the listing on the Nasdaq Capital Market of the shares of New LanzaTech Common Stock issued in connection with the Business Combination.

The Merger Agreement may be terminated by AMCI or LanzaTech under certain circumstances, including, among others, (i) by mutual written consent of AMCI and LanzaTech, (ii) subject to certain conditions and exceptions, by either AMCI or LanzaTech if the closing of the Merger has not occurred on or before December 7, 2022 (which date is subject to extension under the circumstances specified in the Merger Agreement), (iii) by LanzaTech if on or prior to July 7, 2022, AMCI has not secured Subscription Agreements (including those described below) or agreements from AMCI's stockholders not to redeem their public shares, representing an aggregate amount of at least $250,000,000, net of transaction expenses of AMCI and LanzaTech, (iv) by AMCI or LanzaTech if AMCI has not obtained the required approval of its stockholders at the special meeting of AMCI stockholders and (v) by AMCI if LanzaTech has not obtained the required approvals of its stockholders within 10 business days after the Registration Statement has been declared effective by the U.S. Securities and Exchange Commission (the "SEC").

The foregoing description of the Merger Agreement and the Business Combination does not purport to be complete and is qualified in its entirety by the terms and conditions of the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto and is incorporated by reference herein. The Merger Agreement contains representations, warranties and covenants that the parties to the Merger Agreement made to each other as of the date of the Merger Agreement or other specific dates as expressly set forth therein. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Merger Agreement. The Merger Agreement has been incorporated by reference herein to provide investors with information regarding its terms and is not intended to provide any other factual information about AMCI, LanzaTech, Merger Sub or any other person. In particular, the representations, warranties, covenants and agreements contained in the Merger Agreement, which were made only for purposes of the Merger Agreement and as of specific dates as expressly set forth therein, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Merger Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Merger Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in AMCI's public disclosures.

Subscription Agreements

AMCI entered into subscription agreements (the "Subscription Agreements"), each dated as of March 8, 2022, with certain accredited investors and qualified institutional buyers (collectively, the "PIPE Investors"), including certain current stockholders and partners of LanzaTech and an affiliate of AMCI's sponsor, AMCI Sponsor II LLC (the "Sponsor"), pursuant to which, among other things, AMCI agreed to issue and sell, in a private placement to close immediately prior to the closing of the Merger, an aggregate of 12,500,000 shares of Class A common stock, par value $0.0001 per share, of AMCI (the "AMCI Class A common stock") at a purchase price of $10.00 per share (the "PIPE Investment") to the PIPE Investors. The PIPE Investment includes 3,000,000 shares of AMCI Class A common stock to be issued to a certain PIPE Investor that has a SAFE Note with LanzaTech, pursuant to a Subscription Agreement to be entered into prior to Closing.

The foregoing description of the PIPE Investment and the Subscription Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Subscription Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Registration Rights Agreement

AMCI and LanzaTech have agreed to a form registration rights agreement (the "Registration Rights Agreement") that AMCI, the Sponsor, certain stockholders of AMCI, LanzaTech, and certain stockholders of LanzaTech will enter into at the closing of the Merger. Pursuant to the Registration Rights Agreement, New LanzaTech will grant the parties thereto certain customary registration rights with respect to shares of New LanzaTech Common Stock and New LanzaTech Warrants.

In addition, the Registration Rights Agreement provides that the Sponsor, holders of all outstanding shares of Class B common stock, par value $0.0001 per share, of AMCI (the "AMCI Class B common stock"), and certain holders of LanzaTech Shares will be subject to certain restrictions on transfer with respect to their shares of New LanzaTech Common Stock and New LanzaTech Warrants. Such restrictions will end (i) with respect to the Sponsor and the holders of AMCI Class B common stock, on the earlier of (a) the date that is one year following the closing of the Merger, (b) such date upon which the closing price per share of New LanzaTech Common Stock equals or exceeds $12.00 per share for any 20 trading days within any 30-day trading period commencing at least 150 days after the closing of the Merger and (c) the date on which New LanzaTech completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction after the Merger that results in all of New LanzaTech's stockholders having the right to exchange their shares of New LanzaTech Common Stock for cash, securities or other property, and (ii) with respect to the holders of LanzaTech Shares, on the date that is six months following the closing of the Merger.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Registration Rights Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

LanzaTech Support Agreement

In connection with the execution of the Merger Agreement, AMCI entered into a support agreement with certain LanzaTech stockholders (the "LanzaTech Support Agreement"), pursuant to which each such LanzaTech stockholder irrevocably and unconditionally agreed, among other things, to (i) validly execute and deliver to LanzaTech, in respect of all such stockholders' LanzaTech Shares, written consents to the adoption of the Merger Agreement and approval of other matters required to obtain the requisite stockholder approval for the Merger and other related matters from the LanzaTech stockholders (the "LanzaTech Requisite Approval"), in each case, within 10 business days after the Registration Statement has been declared effective by the SEC; (ii) vote (whether pursuant to a meeting of LanzaTech's stockholders or by written consent) in favor of the adoption of the Merger Agreement and approval of other matters required to obtain the LanzaTech Requisite Approval; and (iii) vote (whether pursuant to a meeting of LanzaTech's stockholders or by written consent) against (a) any competing proposal for the acquisition of LanzaTech and (b) any other action that would reasonably be expected to (x) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, (y) to the knowledge of such LanzaTech stockholder, result in a material breach of any covenant, representation or warranty or other obligation or agreement of LanzaTech under the Merger Agreement or (z) result in a material breach of any covenant, representation or warranty or other obligation or agreement of the relevant stockholder contained in the LanzaTech Support Agreement.

The LanzaTech stockholders that entered into the LanzaTech Support Agreement include those stockholders who (i) are directors or officers of LanzaTech and currently hold LanzaTech Shares or (ii) hold 5% or more of the LanzaTech Shares. The LanzaTech Shares that are owned by the stockholders party to the LanzaTech Support Agreement represent approximately 69.56% of the outstanding voting LanzaTech Shares.

The foregoing description of the LanzaTech Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the LanzaTech Support Agreement, a copy of which is filed as Exhibit 10.3 hereto and is incorporated by reference herein.

LanzaTech Transfer Restrictions

Directors, officers and employees of LanzaTech will, subject to certain exceptions, be subject to restrictions on transfer as set forth in a form of lock-up agreement to be effective at the closing of the Merger between New LanzaTech and each such director, officer or employee (the "Lock-Up Agreements") with respect to shares of New LanzaTech Common Stock and related securities held by such persons or affiliates of such persons immediately following the closing of the Merger, issuable to such persons or such persons' affiliates in the Merger, or issuable to such persons upon settlement or exercise of equity awards or warrants.

The restrictions on transfer for directors and officers of New LanzaTech will end on the earlier of (i) the date that is one year following the closing of the Merger, (ii) such date upon which the closing price per share of New LanzaTech Common Stock equals or exceeds $12.00 per share for any 20 trading days within any 30-day trading period commencing at least 150 days after the closing of the Merger and (iii) the date on which New LanzaTech completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction after the Merger that results in all of New LanzaTech's stockholders having the right to exchange their shares of New LanzaTech Common Stock for cash, securities or other property. The restrictions on transfer for LanzaTech employees that are not LanzaTech directors or officers will end on the date that is six months following the closing of the Merger.

The foregoing description of the Lock-Up Agreements do not purport to be complete and are qualified in their entirety by the terms and conditions of the form of Lock-Up Agreement, a copy of which is filed as Exhibit 10.5 hereto and is incorporated by reference herein.

Sponsor Support Agreement

In connection with the execution of the Merger Agreement, the Sponsor and the holders of all of the AMCI Class B common stock, including all of AMCI's directors and officers (all of the foregoing, the "AMCI Insiders"), entered into a support agreement (the "Sponsor Support Agreement") with AMCI and LanzaTech pursuant to which each AMCI Insider agreed, among other things, to: (i) vote all the shares of AMCI capital stock held by such AMCI Insider (a) in favor of each of the proposals to be submitted to the special meeting of AMCI stockholders in connection with the Merger and (b) against a business combination not relating to the Merger and any other action that would reasonably be expected to (x) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, (y) to the knowledge of such AMCI Insider, result in a material breach of any covenant, representation or warranty or other obligation or agreement of AMCI under the Merger Agreement or (z) result in a material breach of any covenant, representation or warranty or other obligation or agreement contained in the Sponsor Support Agreement; (ii) irrevocably waive any anti-dilution right or other protection with respect to the shares of AMCI Class B common stock that would result in the AMCI Class B common stock converting into AMCI Class A common stock at a ratio greater than one-for-one; and (iii) not to elect to redeem their respective shares of common stock of AMCI in connection with the Merger.

In addition, under the Sponsor Support Agreement, the AMCI Insiders agreed to forfeit, on a pro rata basis, a number of shares of AMCI Class B common stock equal to 1,250,000 shares of AMCI Class B common stock (which is one-third of the total number of shares of AMCI Class B common stock outstanding) multiplied by a percentage equal to the percentage by which the level of redemptions of holders of AMCI Class A common stock, if any, exceeds 50% of the total issued and outstanding shares AMCI Class A common stock multiplied by two.

The foregoing description of the Sponsor Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Sponsor Support Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The shares of AMCI Class A common stock issuable in connection with the PIPE Investment will not be registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01. Regulation FD Disclosure.

On March 8, 2022, AMCI will issue a press release announcing the execution of the Merger Agreement. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated by reference herein.

On March 8, 2022, AMCI and LanzaTech will make a telephone replay of a joint investor conference call available at 1-844-512-2921 (U.S.) or 1-844-512-2921 (International), passcode: 13727652, relating to the Business Combination. The telephone replay will be available until March 22, 2022. A copy of the transcript for the conference call is furnished herewith as Exhibit 99.2 and is incorporated by reference herein.

Exhibit 99.3 furnished herewith and incorporated by reference herein is the investor presentation dated March 8, 2022, which will be used by AMCI with respect to the Business Combination.

The information in this Item 7.01, including Exhibits 99.1, 99.2 and 99.3, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of AMCI under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any of the information in this Item 7.01, including Exhibits 99.1, 99.2 and 99.3.

Important Information About the Business Combination and Where to Find It

The Business Combination will be submitted to stockholders of AMCI for their consideration. AMCI intends to file the Registration Statement with the SEC that will include both a prospectus with respect to the combined company's securities to be issued in connection with the Business Combination and a proxy statement to be distributed to AMCI's stockholders in connection with AMCI's solicitation of proxies for the vote by its stockholders in connection with the Business Combination and other matters as described in the Registration Statement. AMCI urges its investors, stockholders and other interested persons to read, when available, the preliminary proxy statement/prospectus and any amendments thereto and the definitive proxy statement/prospectus, as well as other documents filed by AMCI with the SEC because these documents will contain important information about AMCI, LanzaTech and the Business Combination. After the Registration Statement is declared effective, AMCI will mail the definitive proxy statement/prospectus to its stockholders as of a record date to be established for voting on the Business Combination. Stockholders will also be able to obtain a copy of the Registration Statement, including the preliminary and definitive proxy statement/prospectus, once available, as well as other documents filed with the SEC regarding the Business Combination and other documents filed by AMCI with the SEC, without charge, at the SEC's website located at www.sec.gov or by directing a request to: AMCI Acquisition Corp. II, 600 Steamboat Road, Greenwich, CT 06830.

Participants in the Solicitation

AMCI and LanzaTech and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the Business Combination described in this Current Report on Form 8-K under the rules of the SEC. Information about the directors and executive officers of AMCI is set forth in AMCI's final prospectus filed with the SEC on August 4, 2021 (the "AMCI IPO Prospectus"). Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of AMCI stockholders in connection with the Business Combination will be set forth in the proxy statement/prospectus when it becomes available. Stockholders, potential investors and other interested persons should read the proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. These documents can be obtained free of charge from the sources indicated above.

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 AMCI and LanzaTech. These statements are based on the beliefs and assumptions of the management of AMCI and LanzaTech. Although AMCI and LanzaTech believe that their respective plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, neither AMCI nor LanzaTech can assure you that either 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, AMCI's or 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 the control of the parties, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors that may affect actual results or outcomes include, among others, factors relating to the Business Combination, including the parties' ability to meet the closing conditions of the Business Combination; the uncertainty of the projected financial information with respect to LanzaTech; the level of AMCI stockholder redemptions, if any; the ability to realize the benefits expected from the Business Combination; the ability to list and maintain such listing of the combined company's securities following the Business Combination; factors relating to the business, operations and financial performance of LanzaTech, including with respect to LanzaTech's development activities, industry partnerships and intellectual property rights; and other factors, such as market opportunities for the combined company, AMCI's or the combined company's ability to raise financing in the future and the impacts of COVID-19 on the combined company's business; and those factors discussed under the heading "Risk Factors" in the AMCI IPO Prospectus, AMCI's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, and other documents of AMCI filed, or to be filed, with the SEC. New risk factors emerge from time to time and it is not possible to predict all such risk factors, nor can AMCI or LanzaTech assess the impact of all such risk factors on the businesses of AMCI and LanzaTech prior to the Business Combination, and the combined company following the Business Combination, 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 AMCI or LanzaTech or persons acting on their behalf are expressly qualified in their entirety by the foregoing cautionary statements. AMCI and LanzaTech prior to the Business Combination, and the combined company following the Business Combination, undertake 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.

No Offer or Solicitation

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities, in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1†	Merger Agreement, dated as of March 8, 2022, by and among AMCI Acquisition Corp. II, AMCI Merger Sub, Inc. and LanzaTech NZ, Inc.
10.1	Form of Subscription Agreement.
10.2	Form of Registration Rights Agreement.
10.3	Company Stockholder Support Agreement, dated as of March 8, 2022, by and among AMCI Acquisition Corp. II and certain stockholders of LanzaTech.
10.4	Sponsor Support Agreement, dated as of March 8, 2022, by and among AMCI Sponsor II LLC, LanzaTech NZ, Inc., AMCI Acquisition Corp. II and certain of its stockholders.
10.5	Form of Lock-Up Agreement.
99.1	Press Release, dated March 8, 2022.
99.2	Transcript of Conference Call on March 8, 2022.
99.3	Investor Presentation, dated March 8, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

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.

AMCI ACQUISITION CORP. II

By: /s/ Nimesh Patel
Name: Nimesh Patel
Title: Chief Executive Officer

Date: March 8, 2022

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

by and among

AMCI ACQUISITION CORP. II,

AMCI MERGER SUB, INC.,

and

LANZATECH NZ, INC.

dated as of March 8, 2022

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of March 8, 2022 (this "Agreement"), is made and entered into by and among (i) AMCI Acquisition Corp. II, a Delaware corporation ("Acquiror"), (ii) AMCI Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Acquiror ("Merger Sub"), and (iii) LanzaTech NZ, Inc., a Delaware corporation (the "Company"). Acquiror, Merger Sub and the Company are sometimes collectively referred to herein as the "Parties", and each of them is sometimes individually referred to herein as a "Party". Certain terms used in this Agreement have the respective meanings ascribed to them in Section 1.1.

RECITALS

WHEREAS, Acquiror is a blank check company incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, Merger Sub is a newly formed, direct, wholly owned subsidiary of Acquiror incorporated for the purpose of effecting the Merger;

WHEREAS, prior to the Effective Time, on the terms and subject to the conditions set forth in the Subscription Agreements entered into on or prior to the date hereof (true and complete copies of which have been made available to the Company prior to the execution and delivery of this Agreement) or entered into after the date hereof in accordance with Section 8.9, the PIPE Investors will purchase from Acquiror in a private placement certain Acquiror Common Shares for an aggregate purchase price equal to the PIPE Investment Amount (the "PIPE Investment");

WHEREAS, at the Effective Time, on the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL"), Merger Sub will be merged with and into the Company (the "Merger"), whereupon the separate corporate existence of Merger Sub will cease and the Company will continue as the surviving corporation in the Merger (the "Surviving Corporation") and will be a wholly owned subsidiary of Acquiror, and as a result each Company Share will be converted into the right to receive the applicable Merger Consideration, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, each of the Parties intends that, for U.S. federal income tax purposes, the Merger qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations, to which each of Acquiror, Merger Sub and the Company are to be parties under Section 368(b) of the Code, and this Agreement is intended to constitute, and is hereby adopted as, a "plan of reorganization" within the meaning of Section 368 of the Code and the Treasury Regulations;

WHEREAS, the board of directors of the Company (the "Company Board") has (a) determined that it is in the best interests of the Company and the Company Stockholders, and declared it advisable, for the Company to enter into this Agreement and each Ancillary Agreement to which the Company is, or is contemplated to be, a party, (b) approved the Company's execution and delivery of, and performance of its obligations under, this Agreement and each Ancillary Agreement to which the Company is, or is contemplated to be, a party and the transactions contemplated hereby and thereby (including the Merger), on the terms and subject to the conditions set forth herein and therein, and (c) adopted resolutions recommending the adoption of this Agreement and, as applicable, the approval of each Ancillary Agreement to which the Company is, or is contemplated to be, a party, and the transactions contemplated hereby and thereby (including the Company Share Conversion and the Merger), on the terms and subject to the conditions set forth herein and therein, by the Company Stockholders (the determinations, approvals and other actions described in each of the foregoing clauses (a), (b) and (c), the "Company Board Actions");

WHEREAS, the board of directors of Acquiror (the "Acquiror Board") has (a) determined that it is in the best interests of Acquiror and the Acquiror Stockholders, and declared it advisable, for Acquiror to enter into this Agreement and each Ancillary Agreement to which Acquiror is, or is contemplated to be, a party, (b) approved the transactions contemplated hereby as a Business Combination and approved Acquiror's execution and delivery of, and performance of its obligations under, this Agreement and each Ancillary Agreement to which Acquiror is, or is contemplated to be, a party and the transactions contemplated hereby and thereby (including the Merger), on the terms and subject to the conditions set forth herein and therein, and (c) adopted resolutions recommending the adoption of this Agreement and, as applicable, the approval of each Ancillary Agreement to which Acquiror is, or is contemplated to be, a party, and the transactions contemplated hereby and thereby (including the PIPE Investment and the Merger), on the terms and subject to the conditions set forth herein and therein, by the Acquiror Stockholders (the determinations, approvals and other actions described in each of the foregoing clauses (a), (b) and (c), the "Acquiror Board Actions");

WHEREAS, the board of directors of Merger Sub has (a) determined that it is in the best interests of Merger Sub and its sole stockholder, and declared it advisable, for Merger Sub to enter into this Agreement and each Ancillary Agreement to which Merger Sub is, or is contemplated to be, a party, (b) approved Merger Sub's execution and delivery of, and performance of its obligations under, this Agreement and each Ancillary Agreement to which Merger Sub is, or is contemplated to be, a party and the transactions contemplated hereby and thereby (including the Merger), on the terms and subject to the conditions set forth herein and therein, and (c) adopted resolutions recommending the adoption of this Agreement and, as applicable, the approval of each Ancillary Agreement to which Merger Sub is, or is contemplated to be, a party, and the transactions contemplated hereby and thereby (including the Merger), on the terms and subject to the conditions set forth herein and therein, by Merger Sub's sole stockholder;

WHEREAS, in connection with (but following) the Parties' execution and delivery of this Agreement, and as a condition and inducement to Acquiror's willingness to enter into this Agreement, certain Company Stockholders have entered into a support agreement substantially in the form attached to this Agreement as Exhibit A (the "Company Support Agreement") with Acquiror, pursuant to which, among other things, each such Company Stockholder has agreed, on the terms and subject to the conditions set forth therein, to vote or provide written consents with respect to all of its Company Shares, promptly after the Registration Statement is declared effective under the Securities Act, in favor of the adoption of this Agreement and, as applicable, the approval of each applicable Ancillary Agreement, and the transactions contemplated hereby and thereby (including the Company Share Conversion and the Merger), and each other matter required to be approved or adopted by the Company Stockholders in order to effect the Merger and the other transactions contemplated by this Agreement and the Ancillary Agreements;

WHEREAS, concurrently with the Parties' execution and delivery of this Agreement, and as a condition and inducement to the Company's willingness to enter into this Agreement, certain Acquiror Stockholders (including the Sponsor) which are the record holders of all the issued and outstanding Acquiror Class B Shares, and certain principals thereof, have entered into the support agreement attached to this Agreement as Exhibit B (the "Sponsor Support Agreement") with Acquiror and the Company, pursuant to which, among other things, such Acquiror Stockholders and such principals have agreed, on the terms and subject to the conditions set forth therein, (a) to vote all of their Acquiror Shares in favor of the adoption of this Agreement and, as applicable, the approval of each applicable Ancillary Agreement, and the transactions contemplated hereby and thereby (including the PIPE Investment and the Merger), on the terms and subject to the conditions set forth herein and therein and each other matter required to be approved or adopted by the Acquiror Stockholders in order to effect the Merger and the other transactions contemplated by this Agreement and the Ancillary Agreements, (b) to irrevocably waive any anti-dilution right or other protection with respect to the Acquiror Class B Shares that would result in the Acquiror Class B Shares converting into other Acquiror Shares in connection with any of the transactions contemplated by this Agreement at a ratio greater than one-for-one, (c) to forfeit a specified portion of the aggregate number of Acquiror Shares into which the Acquiror Class B Shares otherwise would automatically convert in connection with the consummation of the transactions contemplated by this Agreement in the event that the percentage calculated as the quotient of (i) the aggregate number of Acquiror Class A Shares that are the subject of Acquiror Share Redemptions (that are not withdrawn) divided by (ii) the total number of issued and outstanding Acquiror Class A Shares immediately prior to the Effective Time exceeds a specified threshold, and (d) not to redeem their respective Acquiror Shares in connection with the Merger and the other transactions contemplated hereby and in the Ancillary Agreements;

WHEREAS, at the Closing, Acquiror and certain stockholders of Acquiror (after giving effect to the Merger and the PIPE Investment) will enter into a registration rights agreement substantially in the form attached to this Agreement as Exhibit C (the "Registration Rights Agreement"), which shall be effective as of the Closing, pursuant to which, among other things, the stockholders of Acquiror party thereto will (a) be granted certain registration rights with respect to their respective Acquiror Shares, on the terms and subject to the conditions therein and (b) agree not to effect any sale or distribution of certain Acquiror Shares held by them during the applicable lock-up period described therein, and on the terms and subject to the conditions therein; and

WHEREAS, at the Closing, Acquiror and certain stockholders of Acquiror who are not party to the Registration Rights Agreement (after giving effect to the Merger and the PIPE Investment) will enter into lock-up agreements substantially in the form attached to this Agreement as Exhibit D (each, a "Lock-Up Agreement"), each of which shall be effective as of the Closing, pursuant to which, among other things, the stockholders of Acquiror party thereto will agree not to effect any sale or distribution of certain Acquiror Shares held by them during the applicable lock-up period described therein, and on the terms and subject to the conditions therein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"2020 Audited Financial Statements" has the meaning specified in Section 5.8(a).

"Acquiror" has the meaning specified in the preamble hereto.

"Acquiror Board" has the meaning specified in the recitals hereto.

"Acquiror Board Actions" has the meaning specified in the recitals hereto.

"Acquiror Bylaws" means the Bylaws of Acquiror, effective January 28, 2021.

"Acquiror Charter" means the Amended and Restated Certificate of Incorporation of Acquiror, effective August 3, 2021.

"Acquiror Class A Share" means a share of Class A common stock, par value $0.0001 per share, of Acquiror.

"Acquiror Class B Share" means a share of Class B common stock, par value $0.0001 per share, of Acquiror.

"Acquiror Closing Cash Amount" means an amount, calculated as of the Closing, equal to the sum of (a) the amount of cash available in the Trust Account after deducting the Acquiror Share Redemption Amount, the amounts of Acquiror Transaction Expenses and Company Transaction Expenses and any other amount with respect to which Acquiror has Liability for payment at the Closing, *plus* (b) the PIPE Investment Amount, to the extent actually received and held by Acquiror as of the Closing; provided that Acquiror Closing Cash Amount shall not take into account any amount of cash or cash equivalents available and held by the Company or any of its Subsidiaries as of the Closing (other than the net proceeds from the SAFE Note to the Company, which shall be taken into account in the determination of Acquiror Closing Cash Amount).

"Acquiror Common Share" means (a) prior to the Effective Time, any Acquiror Class A Share or Acquiror Class B Share and (b) from and after the Effective Time, any share of common stock, par value $0.0001 per share, of Acquiror, including those into which the Acquiror Class A Shares shall have been re-designated as a result of the amendment and restatement of the Acquiror Charter pursuant to Section 2.4 and those issued as part of the Aggregate Consideration (taking into account the automatic conversion of Acquiror Class B Shares into Acquiror Class A Shares at the Effective Time pursuant to the Acquiror Charter).

"Acquiror Disclosure Letter" has the meaning specified in the introduction to Article VI.

"Acquiror Financial Statements" has the meaning specified in Section 6.8(d).

"Acquiror Inception Date" means January 28, 2021.

"Acquiror Insider" means (a) the Sponsor, (b) any Related Person of the Sponsor or (c) prior to the Effective Time, (i) any Affiliate of Acquiror or (ii) any director or officer of Acquiror or any of its Affiliates.

"Acquiror IPO Date" means August 6, 2021.

"Acquiror Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets, results or operations or financial condition of Acquiror or (ii) the ability of Acquiror or Merger Sub to perform their respective obligations under this Agreement or consummate the transactions contemplated hereby; provided, however, that in no event would any redemption of Acquiror Common Share made in accordance with the Acquiror Charter, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, an "Acquiror Material Adverse Effect."

"Acquiror Option" has the meaning specified in Section 4.5(a).

"Acquiror Private Placement Warrant" means an Acquiror Warrant issued to the Sponsor substantially concurrently with Acquiror's initial public offering.

"Acquiror Public Warrant" means any Acquiror Warrant other than an Acquiror Private Placement Warrant.

"Acquiror Restated Charter" means the Amended and Restated Certificate of Incorporation of Acquiror, in the form attached as Exhibit E hereto (as may be subsequently amended by mutual written agreement of the Company and Acquiror at any time before the effectiveness of the Registration Statement).

"Acquiror Restricted Stock Award" has the meaning specified in Section 4.5(b).

"Acquiror SEC Filings" has the meaning specified in Section 6.7.

"Acquiror Share" means any Acquiror Common Share or share of any other class or series of capital stock of Acquiror.

"Acquiror Share Redemption" means the election, in connection with the Acquiror Stockholder Approval, of an eligible (as determined in accordance with Section 9.2 of the Acquiror Charter) Acquiror Stockholder to have all or a portion of the Acquiror Class A Shares held by such Acquiror Stockholder redeemed by Acquiror, on the terms and subject to the limitations and conditions set forth in the Acquiror Charter, at a per-share price, payable in cash, equal to *the quotient of* (a) the aggregate amount on deposit in the Trust Account (including interest earned on funds held in the Trust Account and not previously released to Acquiror to pay taxes) calculated as of two (2) Business Days prior to the Closing Date *divided by* (b) the aggregate number of Acquiror Class A Shares then issued and outstanding.

"Acquiror Share Redemption Amount" means the aggregate amount paid or payable in connection with all Acquiror Share Redemptions.

"Acquiror Stockholder" means any stockholder of Acquiror prior to the Effective Time.

"Acquiror Stockholder Approval" means the approval of (a) the Transaction Proposal identified in clause (A) of Section 9.2(b) by an affirmative vote of (i) the holders of at least a majority of the issued and outstanding Acquiror Common Shares voting together as a single class, (ii) solely with respect to the increase in the number of authorized Acquiror Class A Shares, the holders of at least a majority of the issued and outstanding Acquiror Class A Shares voting separately, (iii) the holders of at least a majority of the issued and outstanding Acquiror Class B Shares voting separately, (b) each Transaction Proposal identified in clauses (B), (C), (D), (F), (G) and (H) of Section 9.2(b) by an affirmative vote of the holders of at least a majority of the issued and outstanding Acquiror Common Shares entitled to vote and who attend and vote thereon, and (c) the Transaction Proposal identified in clause (E) of Section 9.2(b) by an affirmative vote of the holders of a plurality of the issued and outstanding Acquiror Shares entitled to vote and who attend and vote thereon, in each case of clauses (a), (b) and (c), in accordance with the Governing Documents of Acquiror and applicable Law, whether in person or by proxy at an Acquiror Stockholders' Meeting (or any adjournment or postponement thereof) duly called by the Acquiror Board and held for such purpose.

"Acquiror Stockholders' Meeting" has the meaning specified in Section 9.2(b).

"Acquiror Transaction Expenses" means the following out-of-pocket fees and expenses paid or payable by Acquiror (whether or not billed or accrued for) as a result of or in connection with its initial public offering or the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any Ancillary Agreement: (a) all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, (b) 50% of all the filing fees incurred in connection with making any filings under Section 9.1, (c) all fees and expenses incurred in connection with preparing and filing the Registration Statement, the Proxy Statement or the Proxy Statement/Registration Statement under Section 9.2(a), obtaining approval of Nasdaq under Section 8.3(b) and obtaining the Acquiror Stockholder Approval, (d) obligations under any Working Capital Loans and (e) any deferred underwriting commissions and other fees and expenses relating to Acquiror's initial public offering.

"Acquiror Unit" means each unit issued in Acquiror's initial public offering, consisting of one (1) share Acquiror Class A Share and one-half of one Acquiror Public Warrant.

"Acquiror Warrant" means a warrant to purchase one Acquiror Class A Share at an exercise price of $11.50 per share (subject to adjustment as provided in the Warrant Agreement).

"Acquisition Proposal" means any offer, inquiry, proposal or indication of interest (whether written or oral, and whether binding or non-binding), other than with respect to the transactions contemplated by this Agreement (including the Merger), and other than with respect to any acquisition or disposition of property or assets in the ordinary course of business, relating to (a) any acquisition, issuance or purchase, whether directly or indirectly, of (i) 15% or more of the consolidated assets (by value), or assets generating 15% or more of the consolidated revenues or net income, of the Company and its Subsidiaries or (ii) 15% or more of any class or series of Equity Securities of (A) the Company or (B) any Subsidiary of the Company holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets (by value), or assets generating 15% or more of the consolidated revenues or net income, of the Company and its Subsidiaries, (b) any tender offer or exchange offer that, if consummated, would result in any Person or group beneficially owning (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 15% or more of any class or series of Equity Securities of (i) the Company or (ii) any Subsidiary of the Company holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets (by value), or assets generating 15% or more of the consolidated revenues or net income, of the Company and its Subsidiaries or (c) a merger, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving (i) the Company or (ii) any Subsidiary of the Company holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets (by value), or assets generating 15% or more of the consolidated revenues or net income, of the Company and its Subsidiaries, and of which the Company or its applicable Subsidiary is not the surviving entity.

"Action" means any claim, action, notice of violation, suit, audit, examination, assessment, arbitration, mediation or inquiry, or any proceeding or investigation, by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, whether through one or more intermediaries or otherwise. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Affiliate Agreements" has the meaning specified in Section 5.13(a)(vii).

"Aggregate Consideration" means a number of Acquiror Common Shares equal to the quotient of (a) the Equity Value *divided by* (b) $10.00.

"Agreement" has the meaning specified in the preamble hereto.

"AI/ML" means any and all deep learning, machine learning, and other artificial intelligence technologies.

"AMCI Group" has the meaning specified in Section 12.18(a).

"Ancillary Agreements" means the Sponsor Support Agreement, the Company Support Agreement, the Registration Rights Agreement, the Lock-Up Agreements, the Subscription Agreements and the Acquiror Restated Charter.

"Anti-Bribery Laws" means the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act of 1977, and all other applicable anti-corruption and bribery Laws (including the U.K. Bribery Act 2010, and any rules or regulations promulgated thereunder or other Laws of other countries implementing the OECD Convention on Combating Bribery of Foreign Officials).

"Anti-Money Laundering Laws" means all applicable Laws related to the prevention of money laundering, including the U.S. Money Laundering Control Act of 1986, the U.S. Currency and Foreign Transactions Reporting Act of 1970 (commonly referred to as the "U.S. Bank Secrecy Act") and similar Laws in other applicable jurisdictions.

"Antitrust Authorities" means the Antitrust Division of the U.S. Department of Justice, the U.S. Federal Trade Commission or the antitrust or competition Law authorities of any other jurisdiction (whether in the United States, foreign or multinational).

"Antitrust Information or Document Request" means any request or demand for the production, delivery or disclosure of documents or other evidence, or any request or demand for the production of witnesses for interviews or depositions or other oral or written testimony, by any Antitrust Authority relating to the transactions contemplated hereby.

"Assumed Warrant" has the meaning specified in Section 4.4(b).

"Business Combination" has the meaning set forth in Article II of the Acquiror Charter as in effect on the date hereof.

"Business Combination Deadline Date" means August 6, 2023, the deadline for consummating Acquiror's initial Business Combination pursuant to the Acquiror Charter.

"Business Combination Proposal" means any offer, inquiry, proposal or indication of interest (whether written or oral, and whether binding or non-binding), other than with respect to the transactions contemplated hereby, relating to a Business Combination.

"Business Day" means any day other than a Saturday, a Sunday or another day on which commercial banks in New York, New York are authorized or required by Law to close.

"Certificate of Merger" has the meaning specified in Section 2.2.

"Closing" has the meaning specified in Section 3.1.

"Closing Company Financial Statements" has the meaning specified in Section 7.3.

"Closing Date" has the meaning specified in Section 3.1.

"Code" means the Internal Revenue Code of 1986.

"Company" has the meaning specified in the preamble hereto.

"Company Benefit Plan" has the meaning specified in Section 5.14(a).

"Company Board" has the meaning specified in the recitals hereto.

"Company Board Actions" has the meaning specified in the recitals hereto.

"Company Charter" means the Certificate of Incorporation of the Company, dated October 28, 2021.

"Company Common Share" means a share of common stock, par value $0.0001 per share, of the Company, or any other share of any class or series of common stock of the Company.

"Company Disclosure Letter" has the meaning specified in the introduction to Article V.

"Company Equity Award" means a Company Option or a Company Restricted Stock Award.

"Company Incentive Plans" means each of the LanzaTech 2006 Share Option Scheme; LanzaTech NZ, Inc. 2011 Stock Plan; the LanzaTech NZ, Inc. 2013 Stock Plan; the LanzaTech NZ, Inc. 2015 Stock Plan; and LanzaTech NZ, Inc. 2019 Stock Plan, each as amended and restated from time to time.

"Company Investors' Rights Agreement" means that certain Eighth Amended and Restated Investors' Rights Agreement, dated as of October 28, 2021, by and among the Company and the "Investors" party thereto.

"Company IT Systems" means any and all IT Systems that are owned, licensed, or leased by or for the Company or any of its Subsidiaries and used or held for use in the conduct of their businesses.

"Company Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the results of operations or financial condition of the Company and its Subsidiaries, taken as a whole; provided, however, that in no event will any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or would be, a Company Material Adverse Effect: (a) any change or proposed change in applicable Laws or IFRS or any interpretation thereof, (b) any change in interest rates or economic, political, business, financial, commodity, currency or market conditions generally, (c) the taking of any action required by or expressly permitted by this Agreement or any Ancillary Agreement or with the written consent of Acquiror, or the failure to take any action that is prohibited by this Agreement or any Ancillary Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, tsunamis, earthquakes, mudslides, wildfires, volcanic eruptions or similar occurrences), pandemic or epidemic or other public health crisis (including COVID-19), "force majeure" event or calamity (whether or not caused by any Person), state of emergency declared by any Governmental Authority, change in climate or weather conditions, or any action (including the issuance of any directive, pronouncement or guideline) by any Governmental Authority or self-regulatory organization in response to any of the foregoing (or change in any such action previously taken), (e) any act of terrorism, sabotage (including any cyberattack), war, outbreak or escalation of hostilities, commencement or escalation of military action, embargo, riot, act of mass protest or state of civil unrest, strike or labor disturbance, or any action (including the issuance of any directive, pronouncement or guideline) by any Governmental Authority or self-regulatory organization in response to any of the foregoing (or change in any such action previously taken), (f) municipal, state, national or international political conditions, (g) any failure of the Company to meet any projection, forecast or budget (provided that this clause (g) shall not prevent a determination that any Event not otherwise excluded from this definition of Company Material Adverse Effect underlying such failure constitutes a Company Material Adverse Effect), (h) any Event generally affecting the industries, geographic areas or markets in which the Company or any of its Subsidiaries operates (including increases in the cost of products, supplies, materials or other goods or labor or other services), (i) the announcement or performance of this Agreement or any Ancillary Agreement or the consummation of any of the transactions contemplated hereby or thereby, including, as a result thereof, any termination of, reduction in or other adverse impact on relationships, contractual or otherwise, with any lessor, lessee, licensor, licensee, customer, distributor, vendor, supplier, partner, employee or other service provider or other business relation of the Company or any of its Subsidiaries, (j) any Liability or Action to the extent expressly described in the Company Disclosure Letter, (k) any action taken by, or at the request of, Acquiror, Sponsor or any of their respective Affiliates; provided, further, that any Event referred to in any of the foregoing clauses (a), (b), (d), (e), (f) and (h) may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent that it has a disproportionate and adverse effect on the results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, relative to companies in the industry in which the Company and its Subsidiaries conduct their respective operations, but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to companies in the industry in which the Company and its Subsidiaries conduct their respective operations.

"Company Option" means an option to purchase Company Common Shares granted under any of the Company Incentive Plans.

"Company Owned Intellectual Property" means any and all Intellectual Property that is owned (or purported to be owned), in whole or in part, by the Company or any of its Subsidiaries, and includes all Company Registered Intellectual Property and Company Software.

"Company Preferred Share" means any Company Series A Preferred Share, Company Series B Preferred Share, Company Series C Preferred Share, Company Series D Preferred Share, Company Series E Preferred Share, Company Series E-1 Preferred Share, Company Series F Preferred Share or share of any other class or series of preferred stock of the Company.

"Company Registered Intellectual Property" has the meaning specified in Section 5.22(a).

"Company Related Party" has the meaning specified in Section 5.31.

"Company Restricted Stock Award" means an award of restricted Company Common Shares granted under any of the Company Incentive Plans.

"Company ROFR and Co-Sale Agreement" means that certain Seventh Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of October 28, 2021, by and among the Company and the "Key Holders" and "Investors" party thereto.

"Company Series A Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series A Preferred Stock" pursuant to the Company Charter.

"Company Series B Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series B Preferred Stock" pursuant to the Company Charter.

"Company Series C Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series C Preferred Stock" pursuant to the Company Charter.

"Company Series D Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series D Preferred Stock" pursuant to the Company Charter.

"Company Series E Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series E Preferred Stock" pursuant to the Company Charter.

"Company Series E-1 Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series E-1 Preferred Stock" pursuant to the Company Charter.

"Company Series F Preferred Share" means a share of preferred stock, par value $0.0001 per share, of the Company designated as "Series F Preferred Stock" pursuant to the Company Charter.

"Company Share" means any Company Preferred Share, Company Common Share or other share of any class or series of capital stock of the Company.

"Company Share Conversion" means the automatic conversion of all Company Preferred Shares into Company Common Shares upon affirmative election of the "Requisite Holders" (as defined in the Company Charter), as of immediately prior to the Effective Time, based on the applicable conversion ratio under the Company Charter at such time.

"Company Software" means any and all proprietary Software for which the Intellectual Property is owned (or purported to be owned), in whole or in part, by the Company or any of its Subsidiaries.

"Company Stockholder" means a holder of any Company Share.

"Company Stockholder Agreements" means the Company Voting Agreement, the Company ROFR and Co-Sale Agreement and the Company Investors' Rights Agreement.

"Company Stockholder Approval" means (a) the adoption of this Agreement by the affirmative vote or written consent of the holders of at least a majority of the issued and outstanding Company Shares, voting together as a single class on an as-converted basis, (b) the approval of the Company Share Conversion by the affirmative vote or written consent of the holders of at least (i) 66 and 2/3% of the issued and outstanding Company Preferred Shares, voting together as a single class on an as-converted basis and (ii) a majority of the issued and outstanding Company Series E Preferred Shares and Company Series E-1 Preferred Shares, voting together as a single class, and (c) the approval of the receipt of the Merger Consideration by the Company Stockholders in the form as provided in this Agreement by holders of at least (i) 66 and 2/3% of the issued and outstanding Company Preferred Shares, voting together as a single class on an as-converted basis, (ii) a majority of the issued and outstanding Company Series A Preferred Shares, voting as a separate class, (iii) 75% of the issued and outstanding Company Series B Preferred Shares, voting as a separate class, (iv) 66 and 2/3% of the issued and outstanding Company Series C Preferred Shares, voting as a separate class, (v) 66 and 2/3% of the issued and outstanding Company Series D Preferred Shares, voting as a separate class, (vi) a majority of the issued and outstanding Company Series E Preferred Shares and Company Series E-1 Preferred Shares, voting together as a single class on an as-converted basis, and (vii) a majority of the issued and outstanding Company Series F Preferred Shares, voting as a separate class; in each case of clauses (a), (b) and (c), in accordance with the Governing Documents of the Company, the Company Stockholder Agreements, and applicable Law.

"Company Support Agreement" has the meaning specified in the recitals hereto.

"Company Transaction Expenses" means the following out-of-pocket fees and expenses paid or payable by the Company or any of its Subsidiaries (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the transactions contemplated by this Agreement or any Ancillary Agreement: (a) all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, (b) change-in-control payments, transaction bonuses, retention payments, severance or similar compensatory payments payable by the Company or any of its Subsidiaries to any current or former employee (including any amounts due under any consulting agreement with any such former employee), independent contractor, officer, or director of the Company or any of its Subsidiaries as a result of the transactions contemplated hereby (but not including any "double-trigger" or any other payment tied to any subsequent event or condition, such as a termination of employment), including the employer portion of payroll Taxes arising therefrom, (c) Transfer Taxes, (d) 50% of all the filing fees incurred in connection with making any filings under Section 9.1 and (e) amounts owing or that may become owed, payable or otherwise due, directly or indirectly, by the Company or any of its Subsidiaries to any Affiliate of the Company or any of its Subsidiaries in connection with the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement, including fees, costs and expenses related to the termination of any Affiliate Agreement.

"Company Voting Agreement" means that certain Eighth Amended and Restated Voting Agreement, dated as of October 28, 2021, by and among the Company and the "Key Holders" and "Investors" party thereto.

"Company Warrant" means any warrant to purchase any Company Shares.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated as of August 13, 2021, between the Company and Acquiror, as amended by that certain Amendment No. 1, dated as of October 30, 2021, and joined by Goldman Sachs & Co. LLC by means of that certain Joinder Agreement, dated as of November 14, 2021.

"Contract" means any contract, agreement, instrument, lease, license, purchase order or other obligation, in each case, that is legally binding.

"Copyleft License" means any license that requires, as a condition of or in connection with any use, modification, reproduction, or distribution of any Software subject to such license, that such Software subject to such license or any Company Software or Company Owned Intellectual Property that is incorporated into, derived from, includes, relies on, is linked to or with, is derived from, is used by or with, or is distributed with such Software subject to such license: (a) in the case of Software, be disclosed, made available or distributed in a form other than binary (e.g., source code form), (b) be licensed for the purpose of preparing derivative works, (c) be licensed under terms that allow the Company's or any Subsidiary of the Company's products or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of Law), (d) in the case of patents, be restricted with respect to future patent licensing terms or the exercise or enforcement thereof, or (e) be redistributable at no or minimal license charge or fee. Copyleft Licenses include the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Affero General Public License, Common Development and Distribution License, the Eclipse Public License, and all Creative Commons "sharealike" licenses.

"COVID-19" means the novel coronavirus, SARS-CoV-2, COVID-19 or any related strain, sequence or variant, including any intensification, resurgence or any evolutions or mutations thereof, and any related or associated epidemics, pandemics, disease outbreaks or public health emergencies.

"Covington" has the meaning specified in Section 12.18(b).

"D&O Indemnified Parties" has the meaning specified in Section 8.7(a).

"Data Security Requirements" means, collectively, all of the following to the extent relating to privacy, data protection or cybersecurity of information, information technology, operational technology, software, and software applications: (a) Laws, including those concerning the privacy, personal data rights, or security of Personal Information, and all regulations promulgated and guidance issued by any Governmental Authority (including staff reports) thereunder and any security breach notification requirements, (b) the Company's own rules, policies, procedures and public statements (including all data protection and privacy policies and related notices), and (c) Contracts into which the Company or any of its Subsidiaries has entered or by which it is otherwise bound (including the Payment Card Industry Data Security Standard, as applicable).

"DGCL" has the meaning specified in the recitals hereto.

"Disclosure Letter" means, as applicable, the Company Disclosure Letter or the Acquiror Disclosure Letter.

"Dissenting Share" has the meaning specified in Section 4.2(b).

"dollar" or "$" means lawful money of the United States.

"Effective Time" has the meaning specified in Section 2.2.

"EIP" has the meaning specified in Section 8.1(a).

"Enforceability Exceptions" has the meaning specified in Section 5.3(a).

"Environmental Laws" means all applicable Laws relating to Hazardous Materials, pollution, or the protection or management of the environment or natural resources, or protection of human health (with respect to exposure to Hazardous Materials).

"Equity Security" means, with respect to any Person, any share of capital stock of, or other equity interest in, such Person or any security exercisable or exchangeable for, or convertible into, any share of capital stock of, or other equity interest (including any security exercisable or exchangeable for, or convertible into, any share of capital stock) in, such Person, including any warrant, option, convertible or exchangeable note or debenture, profits interest or phantom equity right, whether voting or non-voting, including, with respect to the Company, any equity award issued under any of the Company Incentive Plans.

"Equity Value" means $1,817,000,000.

"ERISA" has the meaning specified in Section 5.14(a).

"ERISA Affiliate" means any Affiliate or business, whether or not incorporated, that, together with the Company or any of its Subsidiaries, is a "single employer" within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Event" means any event, state of facts, development, circumstance, occurrence or effect.

"Exchange Act" means the U.S. Securities Exchange Act of 1934.

"Exchange Agent" has the meaning specified in Section 4.3(a).

"Exchange Ratio" means a number equal to *the quotient of*: (a) *the difference of* (i) the Equity Value *minus* (ii) the Unpaid Dividend Amount; *divided by* (b) $10.00; *divided by* (c) the Fully Diluted Company Common Shares.

"Excluded Share" has the meaning specified in Section 4.2(a)(i).

"Export Approvals" has the meaning specified in Section 5.26(a).

"Fully Diluted Company Common Shares" means, without duplication, the sum of (a) the aggregate number of Company Common Shares outstanding as of immediately prior to the Effective Time, other than Excluded Shares, (b) the aggregate number of Company Common Shares that would be issued upon conversion of all Company Preferred Shares into Company Common Shares based on the applicable conversion ratio under the Company Charter immediately prior to the Effective Time, other than Excluded Shares, and (c) the aggregate number of Company Common Shares that would be issued upon the cash settlement (as opposed to "net settlement") of all Assumed Warrants and Company Equity Awards, in each case, that are issued and outstanding immediately prior to the Effective Time, if the Assumed Warrants and the Company Equity Awards were exercised or settled in full upon payment of the full cash exercise price immediately prior to the Effective Time; provided that, for purposes of this Agreement, the Fully Diluted Company Common Shares shall exclude any SAFE Shares.

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

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation are its certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership, and the "Governing Documents" of a limited liability company are its operating agreement and certificate of formation.

"Governmental Authority" means any federal, state, provincial, municipal, local, foreign, international or supranational government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Governmental Authorization" has the meaning specified in Section 5.5.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Hazardous Material" means any (a) pollutant, contaminant, chemical, (b) industrial, solid, liquid or gaseous toxic or hazardous substance, material or waste, (c) petroleum or any fraction or product thereof, (d) asbestos or asbestos-containing material, (e) polychlorinated biphenyl, (f) chlorofluorocarbons, and (g) substance, material or waste, in each case, which are regulated under any Environmental Law or as to which liability may be imposed pursuant to Environmental Law.

"HSR Act" means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"IFRS" means the applicable International Financial Reporting Standards as in effect from time to time.

"Indebtedness" means with respect to any specified Person, without duplication, any obligations, contingent or otherwise, in respect of (a) the principal, interest (including accrued interests and any per diem interest) and premium (if any) in respect of all indebtedness for borrowed money of such specified Person, (b) the principal and interest components of capitalized lease obligations under IFRS, (c) amounts drawn (including any accrued and unpaid interest) on letters of credit, bank guarantees, bankers' acceptances and other similar instruments of such specified Person (solely to the extent such amounts have actually been drawn), (d) the principal, interest (including accrued interests and any per diem interest) and premium (if any) in respect of obligations evidenced by bonds, debentures, notes and similar instruments of such specified Person, (e) the termination value of interest rate protection agreements and currency obligation swaps, hedges or similar arrangements of such specified Person (without duplication of other indebtedness supported or guaranteed thereby), (f) the principal component of all obligations of such specified Person to pay the deferred and unpaid purchase price of property and equipment which have been delivered, including "earn outs" and "seller notes," and (g) breakage costs, prepayment or early termination premiums, penalties, or other fees or expenses payable as a result of the consummation of the transactions contemplated hereby in respect of any of the items in the foregoing clauses (a) through (f), and (h) all Indebtedness of another Person referred to in the foregoing clauses (a) through (g) guaranteed directly or indirectly, jointly or severally, by such specified Person.

"Intellectual Property" means any and all intellectual property and all rights, title, and interest therein or thereto, anywhere in the world, including any and all: (a) patents, published or unpublished patent applications (and any patents that will be issued as a result of those patent applications), provisional patent applications and similar filings, invention disclosures, and industrial designs, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, extensions or counterparts and foreign equivalents thereof, (b) registered and unregistered trademarks, logos, service marks, trade dress and trade names, brand names, business names, slogans, pending applications therefor, and internet domain names, and other similar designations of source or indicia or origin, together with the goodwill symbolized by or associated with any of the foregoing, (c) registered and unregistered copyrights, and applications for registration of copyright, including such corresponding rights in Software and other works of authorship, (d) Software, (e) Trade Secrets, (f) rights of publicity and in social media usernames and accounts, (g) all other intellectual property rights, proprietary rights and industrial property rights, and (h) the right to sue at law or in equity for any past, present or future infringement, misappropriation or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

"Intended Tax Treatment" has the meaning specified in Section 2.6.

"Interim Financial Statements" has the meaning specified in Section 5.8(a).

"Interim Period" has the meaning specified in Section 7.1.

"International Trade Laws" means all applicable Laws relating to the import, export, re-export, deemed export, deemed re-export, or transfer of information, data, goods, and technology, including the Export Administration Regulations administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations administered by the U.S. Department of State, customs and import Laws administered by U.S. Customs and Border Protection, any other export or import controls administered by an agency of the U.S. government, the anti-boycott regulations administered by the U.S. Department of Commerce and the U.S. Department of the Treasury, and other applicable Laws adopted by Governmental Authorities of other countries relating to the same subject matter as the U.S. Laws described above.

"Investment Company Act" means the U.S. Investment Company Act of 1940.

"IRS" means the U.S. Internal Revenue Service.

"IT Systems" means any and all Software, information technology, operational technology and systems, computer servers, networks, workstations, routers, hubs, switches, data communication lines, interfaces, platforms, databases, websites, computer hardware and all other information technology assets or equipment used to process, store, generate, analyze, maintain and operate data or information, including any of the foregoing accessed pursuant to outsourced or cloud computing arrangements.

"LanzaTech Group" has the meaning specified in Section 12.18(b).

"Law" means (a) any statute, law, ordinance, rule or regulation, in each case, of any Governmental Authority or (b) any Governmental Order.

"Leased Real Property" means all real property leased, licensed, subleased or otherwise used or occupied by the Company or any of its Subsidiaries, other than any Owned Real Property.

"Letter of Transmittal" has the meaning specified in Section 4.3(b).

"Liability" means any debt, liability, obligation, guaranty, loss, damage, claim, demand, action, cause of action, cost, deficiency, penalty or expense, in each case, whether based in contract, tort, equity or otherwise, and whether direct or indirect, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"License" means any approval, authorization, consent, license, registration, permit or certificate granted or issued by a Governmental Authority.

"Lien" means any lien, mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest, right of first offer, right of first refusal, option, license, adverse claim or other lien of any kind, whether consensual, statutory or otherwise.

"Listing Application" has the meaning specified in Section 8.3(b).

"Lock-Up Agreement" has the meaning specified in the recitals hereto.

"Merger" has the meaning specified in the recitals hereto.

"Merger Consideration" means: (a) with respect to each outstanding Company Common Share, a number of Acquiror Common Shares equal to the Exchange Ratio; and (b) with respect to each outstanding share of Company Preferred Share, a number of Acquiror Common Shares equal to the *sum of* (i) *the product of* (A) the aggregate number of Company Common Shares that would be issued with respect to such Company Preferred Share upon the Company Share Conversion *multiplied by* (B) the Exchange Ratio, *plus* (ii) *the quotient of* (A) the Per Share Unpaid Dividend Amount with respect to such Company Preferred Share *divided by* (B) $10.00.

"Merger Sub" has the meaning specified in the preamble hereto.

"Minimum Acquiror Closing Cash Amount" means $250,000,000.

"Multiemployer Plan" has the meaning specified in Section 5.14(c).

"Nasdaq" means the Nasdaq Capital Market.

"Non-Redemption Agreement" means any agreement between Acquiror and any holders of Acquiror Class A Shares pursuant to which such holders irrevocably and unconditionally agree (a) not to elect to redeem any Acquiror Class A Shares in an Acquiror Share Redemption or otherwise and (b) not to transfer any such Acquiror Class A Shares prior to the Closing; provided that Acquiror shall give the Company a reasonable opportunity to review and comment on, and shall consider in good faith the Company's comments before entering into, any such agreement.

"Offer Documents" has the meaning specified in Section 9.2(a)(i).

"Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License, and including Copyleft Licenses.

"Open Source Materials" means any Software subject to an Open Source License.

"Outside Date" has the meaning specified in Section 11.1(b)(ii).

"Owned Real Property" means each parcel of real property owned by the Company or any of its Subsidiaries.

"Pandemic Measures" means (a) any "shelter-in-place," "stay at home," workforce reduction, furlough, employee time off, employee leave, social distancing, shut down, closure, sequester, business or workplace reopening, or other conditions, restrictions or requirements pursuant to any Law, Governmental Order, directive, pronouncement, guideline or recommendation of or by any Governmental Authority, including the U.S. Centers for Disease Control and Prevention, the U.S. Occupational Safety and Health Administration, the U.S. Equal Employment Opportunity Commissions or the World Health Organization in connection with or in respect to COVID-19 or any other pandemic, epidemic, public health emergency or virus or disease outbreak and (b) any acts or omissions by the Company that have been or may be taken in a commercially reasonable manner as a reasonable good faith response to COVID-19, or to the extent necessary to avoid, mitigate or remediate a material adverse effect on the Company or its business as may result from COVID-19.

"Per Share Unpaid Dividend Amount" means, with respect to a Company Preferred Share, the amount of all accrued and all declared and unpaid dividends thereon that become payable under the Company Charter in connection with the Company Share Conversion.

"Permitted Liens" means (a) mechanic's, materialmen's and similar Liens arising in the ordinary course of business with respect to any amounts (i) not yet due and payable or which are being contested in good faith through appropriate proceedings and (ii) for which adequate accruals or reserves have been established in accordance with IFRS, (b) Liens for Taxes (i) not yet due and payable or (ii) which are being contested in good faith through appropriate proceedings and for which adequate accruals or reserves have been established in accordance with IFRS, (c) with respect to any Owned Real Property or Leased Real Property, (i) non-monetary Liens, encumbrances or restrictions (including easements, encroachments, covenants, rights of way and other conditions) and (ii) zoning, building, entitlement and other land use and environmental regulations promulgated by any Governmental Authority that, in the case of each of the preceding clauses (i) and (ii), (A) are matters of record, (B) would be disclosed by a current, accurate survey or physical inspection of such real property, or (C) do not materially interfere with the present uses of such real property, (d) with respect to any Leased Real Property, (i) the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Lien thereon, (ii) any Lien permitted under a Real Property Lease and (iii) Liens encumbering the underlying fee title of the real property of which the Leased Real Property is a part, (e) non-exclusive licenses of Intellectual Property entered into with vendors or customers in the ordinary course of business, (f) Liens arising under conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business or purchase money Liens and Liens securing rental payments under operating or capital lease arrangements, in each case, entered into in the ordinary course of business, (g) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money in connection with workers' compensation, unemployment insurance or other types of social security and (h) other Liens that do not, individually or in the aggregate, materially and adversely affect the businesses of the Company and its Subsidiaries, taken as a whole.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or instrumentality or other entity of any kind.

"Personal Information" means any data or information (a) relating to an identified or identifiable individual or (b) used or reasonably capable of being used to identify an individual, browser, or device and any other data or information that constitutes personal data, personally identifiable information, personal information, or similar data or information under any applicable Law, including an individual's first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, Social Security number or other third-party issued identifier (including state identification number, driver's license number, or passport number), biometric data, health information, credit card or other financial information (including bank account information), IP address and cookie information, or any other browser- or device-specific number or identifier.

"PIPE Investment" has the meaning specified in the recitals hereto.

"PIPE Investment Amount" means the aggregate gross purchase price received by Acquiror prior to or substantially concurrently with the Closing in respect of all of the PIPE Shares.

"PIPE Investor" means any investor participating in the PIPE Investment pursuant to a Subscription Agreement.

"PIPE Share" means any Acquiror Common Share purchased in the PIPE Investment.

"Pre-Closing Tax Period" means all taxable periods ending on or prior to the Closing Date and, in respect of any other taxable period that includes the Closing Date, the portion thereof ending on and including the Closing Date.

"Pre-Closing Tax Return" has the meaning specified in Section 9.4(b).

"Prospectus" has the meaning specified in Section 12.1.

"Proxy Statement" has the meaning specified in Section 9.2(a)(i).

"Proxy Statement/Registration Statement" has the meaning specified in Section 9.2(a)(i).

"Real Property Leases" has the meaning specified in Section 5.21(a)(ii).

"Registration Rights Agreement" has the meaning specified in the recitals hereto.

"Registration Statement" means the Registration Statement on Form S-4, or another appropriate form, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by Acquiror under the Securities Act with respect to the Registration Statement Securities.

"Registration Statement Securities" has the meaning specified in Section 9.2(a)(i).

"Related Person" means, with respect to any specified Person, any former, current or future (a) Affiliate, equityholder, member, partner, director, manager, officer, employee, agent, representative, heir, successor or assign of such specified Person or (b) any Affiliate, equityholder, member, partner, director, manager, officer, employee, agent, representative, heir, successor or assign of any Person described in the preceding clause (a).

"Representative" means, with respect to any specified Person, any director, manager, officer, employee, agent, attorney, advisor or other representative of such specified Person.

"Requisite Company Stockholders" means the Company Stockholders holding the required voting power to obtain the Company Stockholder Approval.

"SAFE Note" means that certain LanzaTech NZ, Inc. SAFE (Simple Agreement for Future Equity) issued by the Company to the Investor named therein and dated December 8, 2021.

"SAFE Shares" means any Company Share issued or that may be issuable under the SAFE Note or the SAFE Warrant, or with respect to which the SAFE Note is convertible or the SAFE Warrant is exercisable.

"SAFE Warrant" means that certain warrant issued by the Company on December 8, 2021.

"Sanctioned Country" means a country or territory which is itself the subject or target of any country-wide or territory-wide Sanctions Laws in effect at the relevant time (at the time of this Agreement, the Crimea region, Cuba, Iran, North Korea, Syria, Russia and Belarus).

"Sanctioned Person" means (a) any Person identified in any sanctions-related list of designated Persons maintained by (i) the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, Bureau of Industry and Security, or the U.S. Department of State, (ii) Her Majesty's Treasury of the United Kingdom, (iii) any committee of the United Nations Security Council or (iv) the European Union, (b) any Person located, organized, or resident in, organized in, or a Governmental Authority or government instrumentality of, any Sanctioned Country or (c) any Person directly or indirectly owned or controlled by, or acting for the benefit or on behalf of, any Person described in the foregoing clause (a) or (b), either individually or in the aggregate.

"Sanctions Laws" means those trade, economic and financial sanctions Laws administered, enacted or enforced from time to time by (a) the United States (including the Department of the Treasury's Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations or (d) Her Majesty's Treasury of the United Kingdom.

"Sarbanes-Oxley Act" means the U.S. Sarbanes-Oxley Act of 2002.

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

"Securities Act" means the U.S. Securities Act of 1933.

"Software" means any and all (a) software, firmware, middleware, operating systems, applications, computer programs (including any and all software implementations of algorithms, heuristics, models and methodologies, whether in source code, object code, human readable form or other form), (b) databases and compilation (including any and all data and collections of data), whether machine readable or otherwise, (c) descriptions, flow charts and other documentation used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, (d) AI/ML and (e) documentation, including developer notes, instructions, comments, annotations, user manuals and other training documentation, relating to any of the foregoing.

"Sponsor" means AMCI Sponsor II LLC, a Delaware limited liability company.

"Sponsor Support Agreement" has the meaning specified in the recitals hereto.

"Subscription Agreements" means the subscription agreements pursuant to which the PIPE Investment will be consummated.

"Subsidiary" means, with respect to any specified Person, any other corporation or other business entity more than 50% of the voting power of the Equity Securities of which is owned, directly or indirectly, by such specified Person.

"Surviving Corporation" has the meaning specified in the recitals hereto.

"Tax Return" means any return, declaration, report, statement, information statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any claims for refunds of Taxes, any information returns and any schedules, attachments, amendments or supplements of any of the foregoing.

"Taxes" means any and all federal, state, local, foreign or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, ad valorem, alternative or add-on minimum, estimated, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, escheat and other taxes, and any governmental charges, duties, levies and other similar charges in the nature of a tax imposed by a Governmental Authority (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), including any interest, penalty, deficiency assessments, or addition thereto imposed by a Governmental Authority, including any liability for such amounts as a result of (a) being a transferee or successor or member of a combined, consolidated, unitary or affiliated group, or (b) a contractual obligation to indemnify any Person (other than any commercial agreement the principal purpose of which is not related to Taxes).

"third party" means, with respect to any specified Person, any Person other than (a) such specified Person or (b) any Related Person of such specified Person.

"Title IV Plan" has the meaning specified in Section 5.14(c).

"Top Customers" has the meaning specified in Section 5.28(a).

"Top Vendors" has the meaning specified in Section 5.29(a).

"Trade Secrets" means any trade secrets, confidential information and other proprietary rights or information including know-how, unpatented inventions, processes, libraries of enzymes, models and methodologies, formulae, technology, technical, research, clinical and regulatory data, customer lists, business plans, database rights, in each case that derive independent economic value from not being generally known by the public and not being readily ascertainable by other Persons.

"Transaction Litigation" has the meaning specified in Section 9.6.

"Transaction Proposals" has the meaning specified in Section 9.2(b).

"Transfer Taxes" has the meaning specified in Section 9.4(a).

"Treasury Regulations" means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final or temporary form, but excluding any such regulations that are proposed).

"Trust Account" has the meaning specified in Section 12.1.

"Trust Agreement" has the meaning specified in Section 6.11.

"Trustee" has the meaning specified in Section 6.11.

"U.S." means the United States of America.

"Unpaid Dividend Amount" means the aggregate of all Per Share Unpaid Dividend Amounts.

"Warrant Agreement" means the Warrant Agreement, dated August 3, 2021, between Acquiror and Continental Stock Transfer & Trust Company, as warrant agent.

"Willful Breach" means, with respect to any agreement, a party's knowing and intentional material breach of any of its representations or warranties as set forth in such agreement, or such party's material breach of any of its covenants or other agreements set forth in such agreement, which material breach constitutes, or is a consequence of, a purposeful act or failure to act by such party with the actual knowledge that the taking of such act or failure to take such act would cause a material breach of such agreement.

"Working Capital Loan" means any loan made to Acquiror by any Acquiror Insider for the purpose of financing costs incurred in connection with a Business Combination.

"Written Consent" has the meaning specified in Section 9.2(c)(i).

Section 1.2. Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement and not any particular Article, Section or provision hereof, (iv) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit, as applicable, of this Agreement, (v) the word "include," "includes" or "including" shall be deemed to be followed by the phrase "without limitation," (vi) the words "or" and "any" shall be disjunctive but not exclusive and (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(b) Unless the context of this Agreement otherwise requires, (i) references to any Law shall be deemed to refer to such Law as consolidated, replaced, revised, amended or supplemented from time to time, and the rules or regulations thereunder, (ii) references herein to any Contract (including this Agreement) shall be deemed to refer to such Contract as amended, restated, supplemented or otherwise modified from time to time, and (iii) references herein to any Person shall be deemed to include such Person's successors and assigns.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(d) Unless otherwise specified, the reference date for purposes of calculating any period shall be excluded from such calculation, but any period "from" or "through" a specified date shall commence or end, as applicable, on such specified date.

(e) Any accounting terms used and not otherwise expressly defined herein shall have the respective meanings given to them under IFRS.

(f) Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Agreement.

(g) Exhibits attached to, or referenced in this Agreement are incorporated herein as if set forth in full herein.

(h) "Writing," "written" and similar words refer to printing, typing and other means of reproducing words in a visible form (including e-mail or any.pdf attached thereto).

(i) Each Party acknowledges and agrees that it has been represented by legal counsel during, and has participated jointly with the other Parties in, the negotiation and execution of this Agreement and waives the application of any Law or rule of construction providing that ambiguities in a contract or other document or any provision thereof will be construed against the Party that drafted such contract or other document or provision thereof.

(j) When used herein, "ordinary course of business" means an action taken, or omitted to be taken, in the ordinary and usual course of the Company's business or Acquiror's business, as applicable.

Section 1.3. Knowledge. As used herein, (a) the phrase "to the knowledge of the Company" (or any similar phrase) shall mean the actual knowledge of the individuals identified in Section 1.3(a) of the Company Disclosure Letter, solely in their respective capacities as directors, officers or employees of the Company, as applicable, and without any individual liability, as such individuals would have acquired upon reasonable inquiry of their respective direct reports, and (b) the phrase "to the knowledge of Acquiror" (or any similar phrase) shall mean the actual knowledge of the individuals identified in Section 1.3(b) of the Acquiror Disclosure Letter, solely in their respective capacities as directors, officers or employees of Acquiror, as applicable, and without any individual liability, as such individuals would have acquired upon reasonable inquiry of their respective direct reports.

Section 1.4. Equitable Adjustments. If, during the Interim Period, the outstanding Acquiror Shares shall have been changed into a different number of shares or a different class or series, by reason of any dividend, distribution, combination, split, subdivision, conversion, exchange, transfer, sale, cancelation, repurchase, redemption, reclassification or other change to, or transaction in, any Equity Security, or any similar event shall have occurred, or if there shall have been any breach by Acquiror of any of its representations, warranties or covenants contained herein relating to the Acquiror Shares, then any number, value (including dollar value) or amount contained herein which is based upon the number of Acquiror Shares will be appropriately adjusted to provide to the holders of Equity Securities of the Company the same economic effect as contemplated by this Agreement without giving effect to such event. For the avoidance of doubt, nothing in this Section 1.4 shall be construed to permit Acquiror to take or permit any action that is prohibited by any other provision of this Agreement, or omit any action that is required by any other provision of this Agreement, with respect to the Acquiror Shares or otherwise.

ARTICLE II

THE TRANSACTIONS

Section 2.1. The Merger. On the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the DGCL, at the Effective Time, Merger Sub and the Company shall consummate the Merger, pursuant to which Merger Sub shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub shall cease and the Company shall continue as the Surviving Corporation.

Section 2.2. Effective Time. At the Closing, the Company and Merger Sub shall file with the Delaware Secretary of State a certificate of merger in a form reasonably satisfactory to the Company and Acquiror (the "Certificate of Merger") in accordance with the applicable provisions of the DGCL. The Merger shall become effective at the time the Certificate of Merger is accepted for filing by the Delaware Secretary of State or at such later time as may be mutually agreed by the Company and Acquiror and specified in the Certificate of Merger. The time at which the Merger actually becomes effective is referred to herein as the "Effective Time".

Section 2.3. Effect of the Merger. The effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the respective assets, properties, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all of the respective debts, Liabilities, duties and obligations of the Company and Merger Sub shall become the debts, Liabilities, duties and obligations of the Surviving Corporation.

Section 2.4. Governing Documents.

(a) At the Effective Time, the certificate of incorporation and bylaws of Merger Sub in effect immediately prior to the Effective Time shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter supplemented or amended in accordance with the applicable provisions thereof and of the DGCL, except that those Governing Documents shall reflect the change of the Surviving Corporation's name to a name as shall be designated by the Company prior to Closing.

(b) At the Effective Time, (i) subject to clause (A) of Section 9.2(b), the Acquiror Charter shall be amended and restated to be substantially in the form attached hereto as Exhibit E and (ii) the Acquiror Bylaws shall remain in force and effect until such time as it is further amended, restated, modified or supplemented in accordance with the DGCL and the Governing Documents of Acquiror.

Section 2.5. Directors and Officers.

(a) At the Effective Time, the directors and officers of the Company immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each to hold office in accordance with the Governing Documents of the Surviving Corporation until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal.

(b) The Parties shall take all actions necessary to ensure that, from and after the Effective Time, the Persons identified as the post-Closing directors and officers of Acquiror in accordance with the provisions of Section 8.6 shall be the directors and officers (and, in the case of such officers, holding such positions as set forth in Section 8.6(b) of the Company Disclosure Letter), respectively, of Acquiror, each to hold office in accordance with the Governing Documents of Acquiror until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal.

Section 2.6. Reorganization Tax Matters. Acquiror, Merger Sub, the Company and the Surviving Corporation intend that, for U.S. federal income tax purposes, the Merger qualifies as a "reorganization" within the meaning of Section 368(a) of the Code (and the Treasury Regulations promulgated thereunder) to which each of Acquiror, Merger Sub and the Company are parties under Section 368(b) of the Code (and the Treasury Regulations promulgated thereunder) (the "Intended Tax Treatment"). This Agreement is intended to constitute, and is hereby adopted by each of Acquiror, Merger Sub and the Company as, a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the Treasury Regulations. Acquiror, Merger Sub, the Company and the Surviving Corporation shall file all Tax Returns consistent with, and take no position (whether in any audit or examination, on any Tax Return or otherwise) or any other action before or after the Closing, in either case, that is inconsistent with the Intended Tax Treatment, unless otherwise required to do so as a result of a "determination" that is final within the meaning of Section 1313(a) of the Code or a change in applicable Law. Acquiror, Merger Sub, the Company and the Surviving Corporation shall (and shall cause their respective Affiliates to) cooperate fully with each other and their respective counsel, as and to the extent reasonably requested by each other, in connection with filing any applicable Tax Return, with respect to any Tax proceeding or as otherwise necessary or desirable to document and support the Intended Tax Treatment, including providing customary factual support letters.

ARTICLE III

CLOSING OF THE TRANSACTIONS

Section 3.1. Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the "Closing") shall take place (a) remotely by the mutual exchange of electronic signatures by the means provided in Section 12.2, at 10:00 a.m., Eastern Time, on the date that is five (5) Business Days after the first day on which all of the conditions set forth in Article X have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party or Parties entitled to the benefit thereof (other than those conditions that by their nature or terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or (b) at such other place or time as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date".

Section 3.2. Pre-Closing Deliverables.

(a) Not less than three (3) Business Days prior to the Closing Date, the Company shall prepare and deliver to Acquiror (i) a statement setting forth the Company's good faith determination of Company Transaction Expenses as of the Closing Date (in reasonable detail and with reasonable supporting documentation to enable a review of such statement by Acquiror), including the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices therefor and (ii) an allocation schedule setting forth the Company's good faith determination of (A) the numbers of each type of Equity Securities of the Company held by each holder of Equity Securities of the Company immediately before the Closing, (B) the Fully Diluted Company Common Shares, the Exchange Ratio and the Unpaid Dividend Amount and (C) the consideration due to each holder of Equity Securities of the Company pursuant to this Agreement together with any other information that the Exchange Agent may reasonably request.

(b) Not less than three (3) Business Days prior to the Closing Date, Acquiror shall prepare and deliver to the Company a statement setting forth Acquiror's good faith determination of (i) the Acquiror Share Redemption Amount, (ii) the Acquiror Closing Cash Amount and (iii) Acquiror Transaction Expenses as of the Closing Date (in each case, in reasonable detail and with reasonable supporting documentation to enable a review of such statement by the Company), including the respective amounts and wire transfer instructions for the payment of all Acquiror Transaction Expenses, together with corresponding invoices therefor.

(c) Between June 22, 2022 and June 29, 2022, Acquiror shall prepare and deliver to the Company a statement setting forth (i) the PIPE Investment Amount based on the Subscription Agreements entered into as of such time, (ii) the aggregate number of Acquiror Class A Shares subject to Non-Redemption Agreements entered into as of such time *multiplied* by $10.00, and (iii) Acquiror's good faith determination of Acquiror Transaction Expenses and any other amounts with respect to which Acquiror has Liability for payment at the Closing.

Section 3.3. FIRPTA Certificate. At the Closing, the Company shall deliver to Acquiror a certificate prepared in accordance with the requirements of Section 1.1445-2(c)(3) of the Treasury Regulations, together with a notice to the IRS prepared in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations, in each case, in form and substance reasonably satisfactory to Acquiror; provided that, notwithstanding anything to the contrary in this Agreement, the sole remedy available to Acquiror for any failure to provide the documentation described in this Section 3.3 shall be to make any Tax withholding (if any) required under applicable Law in connection with payments made pursuant to this Agreement, it being understood that in no event shall any such failure to deliver the documentation described in this Section 3.3 constitute a failure of a condition to the Closing pursuant to Article X or otherwise.

Section 3.4. Closing Payments.

(a) At the Closing, Acquiror will deliver or cause to be delivered to the Exchange Agent the Aggregate Consideration for further distribution to the applicable holders of Equity Securities of the Company pursuant to Section 4.3, Section 4.4(a) and Section 4.5(b), as the case may be.

(b) At the Closing, Acquiror shall pay or cause to be paid, by wire transfer of immediately available funds, (i) all accrued and unpaid Company Transaction Expenses as set forth in the statement delivered pursuant to Section 3.2(a)(i) and (ii) all accrued and unpaid Acquiror Transaction Expenses as set forth in the statement delivered pursuant to Section 3.2(b)(iii); provided that any unpaid Company Transaction Expenses due to any current or former employee, independent contractor, officer or director of the Company or any of its Subsidiaries shall be paid to the Company for further payment to such employee, independent contractor, officer or director through the Company's payroll.

Section 3.5. Further Assurances. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation following the Effective Time with full right and title to, and possession of, all assets, properties, rights, privileges, immunities, powers and franchises of the Company and Merger Sub, the Parties and their respective directors, managers and officers are fully authorized, in the name of the applicable Party or its successor or otherwise, to take, and shall take, all such lawful actions (including preparing, executing, delivering, filing, disseminating and publishing all such other agreements, instruments and other documents) as are reasonably necessary to achieve the foregoing purposes and are not inconsistent with this Agreement.

ARTICLE IV

MERGER CONSIDERATION; CONVERSION OF SECURITIES

Section 4.1. Merger Consideration. The aggregate consideration to be paid to holders of Equity Securities of the Company in, or in connection with, the Merger shall be the Aggregate Consideration.

Section 4.2. Conversion of Company Common Shares in the Merger.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror, Merger Sub, the Company or any holder of Equity Securities of any of the foregoing:

(i) each Company Share that is owned by Acquiror, Merger Sub or the Company (as treasury stock or otherwise) immediately prior to the Effective Time (each, an "Excluded Share") shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) each Company Share that is issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) shall be canceled and converted into the right to receive the applicable Merger Consideration; and

(iii) each share of common stock of Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and non-assessable share of common stock, par value $0.0001 per share, of the Surviving Corporation.

(b) Each Company Common Share that is issued and outstanding immediately prior to the Effective Time and in respect of which a demand for appraisal has been properly exercised in accordance with Section 262 of the DGCL and, as of the Effective Time, has not been effectively withdrawn or lost or forfeited (a "Dissenting Share") shall not be converted into the right to receive the applicable Merger Consideration but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Share pursuant to Section 262 of the DGCL. Each holder of a Dissenting Share that becomes entitled to payment under the DGCL in respect of such Dissenting Share shall receive payment therefor in accordance with the DGCL (but only after the value therefor shall have been agreed upon or finally determined pursuant to the DGCL). If, after the Effective Time, any Company Common Share shall lose its status as a Dissenting Share (whether as a result of the holder thereof failing to perfect or withdrawing such holder's appraisal rights, or otherwise), then such Company Common Share shall immediately be converted into the right to receive the applicable Merger Consideration as if such Company Share never had been a Dissenting Share, and Acquiror (or following the Effective Time, the Company) shall deliver, or cause to be delivered in accordance with the terms of this Agreement, to the holder thereof the applicable Merger Consideration as if such Company Share had never been a Dissenting Share, subject to the applicable exchange procedures set forth in Section 4.3.

Section 4.3. Exchange Procedures.

(a) No later than 15 Business Days prior to the Closing Date, Acquiror shall appoint (pursuant to an agreement in a form reasonably acceptable to the Company) Acquiror's transfer agent or another agent reasonably acceptable to the Company (the "Exchange Agent") to act as the agent for the purpose of paying the applicable portion of the Aggregate Consideration to the applicable holders of Company Shares. At or before the Effective Time, Acquiror shall deposit the Aggregate Consideration with the Exchange Agent.

(b) Reasonably promptly after the Effective Time, Acquiror shall send or shall cause the Exchange Agent to send, to each record holder of Company Shares as of immediately prior to the Effective Time whose Company Shares were converted pursuant to Section 4.2(a)(ii) into the right to receive a portion of the Aggregate Consideration, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and the risk of loss and title shall pass, only upon proper transfer of each Company Share to the Exchange Agent, and which otherwise shall be in customary form) for use in such exchange (each, a "Letter of Transmittal").

(c) Each holder of Company Shares that have been converted into the right to receive the applicable Merger Consideration pursuant to Section 4.2(a)(ii) shall be entitled to receive such Merger Consideration upon receipt by the Exchange Agent of a duly completed and validly executed Letter of Transmittal and such other documents as may reasonably be requested by the Exchange Agent. No interest shall be paid or accrued upon the transfer of any Company Share.

(d) Following the date that is one year after the Closing Date, Acquiror shall instruct the Exchange Agent to deliver to Acquiror all documents in its possession relating to the transactions contemplated hereby, and to terminate the duties of the Exchange Agent in such capacity. In the event of any such termination, any portion of the Aggregate Consideration that remains unclaimed shall be returned to Acquiror, and any Person that was a holder of Company Shares as of immediately prior to the Effective Time that has not exchanged such Company Shares for the applicable Merger Consideration in accordance with this Section 4.3 may transfer such Company Shares to Acquiror and (subject to applicable abandoned property, escheat and similar Laws) receive in consideration therefor, and Acquiror shall promptly deliver, such applicable Merger Consideration without any interest thereupon. None of Acquiror, Merger Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any portion of the Aggregate Consideration delivered to a Governmental Authority pursuant to and in accordance with any applicable abandoned property, escheat or similar Laws. If any Company Shares shall not have been transferred immediately prior to the date on which any consideration payable pursuant to this Article IV would otherwise escheat to or become the property of any Governmental Authority, any such amounts shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

(e) Notwithstanding anything in this Agreement to the contrary, no fractional Acquiror Common Shares shall be issued in exchange for Company Shares, and any fractional Acquiror Common Share that otherwise would be issued pursuant to the applicable provisions of this Article IV shall be rounded as follows:

(i) if the aggregate number of Acquiror Common Shares that would be paid to the holder of any Company Share in respect of all Company Shares held by such holder pursuant to Section 4.2(a)(ii) in the absence of this Section 4.3(e) is not a whole number, then such aggregate number shall be (A) rounded down to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so paid is less than five-tenths (0.5) of an Acquiror Common Share and (B) rounded up to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so paid is greater than or equal to five-tenths (0.5) of an Acquiror Common Share;

(ii) if the number of Acquiror Common Shares that would be subject to any Assumed Warrant pursuant to Section 4.4(b) in the absence of this Section 4.3(e) is not a whole number, then such number shall be (A) rounded down to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so received is less than five-tenths (0.5) of an Acquiror Common Share and (B) rounded up to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so received is greater than or equal to five-tenths (0.5) of an Acquiror Common Share;

(iii) if the number of Acquiror Common Shares that would be subject to any Acquiror Option pursuant to Section 4.5(a)(i)(A) in the absence of this Section 4.3(e) is not a whole number, then such number shall be rounded down to the nearest whole number; and

(iv) if the aggregate number of Acquiror Common Shares that the holder of any Company Restricted Stock Award would be entitled to receive in respect of all Company Restricted Stock Awards held by such holder pursuant to Section 4.1(a)(ii) (by reference thereto in Section 4.5(b)) in the absence of this Section 4.3(e) is not a whole number, then such aggregate number shall be (A) rounded down to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so received is less than five-tenths (0.5) of an Acquiror Common Share and (B) rounded up to the nearest whole number in the event that the fractional Acquiror Common Share that otherwise would be so received is greater than or equal to five-tenths (0.5) of an Acquiror Common Share.

Section 4.4. Treatment of Company Warrants.

(a) Each Company Warrant that is outstanding and unexercised immediately prior to the Effective Time and that would automatically be exercised or otherwise exchanged in full in accordance with its terms by virtue of the occurrence of the Merger, without any election or action by the Company or the holder thereof, shall automatically be exercised or exchanged in full for the applicable Company Shares in accordance with its terms immediately prior to the Effective Time, without any action on the part of the Company or the holder thereof, and each Company Share issued or issuable upon such exercise shall be treated as being issued and outstanding immediately prior to the Effective Time and, pursuant to Section 4.2(a)(ii) (and without duplication) shall be canceled and converted into the right to receive the applicable Merger Consideration.

(b) Each Company Warrant that is outstanding and unexercised immediately prior to the Effective Time and that is not automatically exercised in full (pursuant to Section 4.4(a)) shall be converted into a warrant to purchase Acquiror Common Shares on the same terms and conditions (including as to vesting and exercisability) as are in effect with respect to such Company Warrant immediately prior to the Effective Time (each, an "Assumed Warrant"), except that (i) subject to Section 4.3(e)(ii), such Assumed Warrant shall entitle the holder thereof to purchase such number of Acquiror Common Shares as is equal to *the product of* (A) the number of Company Shares subject to such Company Warrant immediately prior to the Effective Time *multiplied by* (B) the Exchange Ratio and (ii) such Assumed Warrant shall have an exercise price per share (which shall be rounded up to the nearest whole cent) equal to (A) other than in the case of the SAFE Warrant, *the quotient of* (1) the exercise price per share of such Company Warrant immediately prior to the Effective Time *divided by* (2) the Exchange Ratio, or (B) in the case of the SAFE Warrant, $10.00.

Section 4.5. Treatment of Company Equity Awards.

(a) As of the Effective Time, each Company Option that is then outstanding shall be converted into the right to receive an option relating to Acquiror Common Shares on the same terms and conditions as are in effect with respect to such Company Option immediately prior to the Effective Time (including with respect to vesting and termination-related provisions, except as set forth in the proviso hereto) (each, an "Acquiror Option"), except that (i) subject to Section 4.3(e)(iii), such Acquiror Option shall relate to such number of Acquiror Common Shares (rounded down to the nearest whole Acquiror Common Share) as is equal to *the product of* (A) the number of Company Common Shares subject to such Company Option *multiplied by* (B) the Exchange Ratio, and (ii) the exercise price per share of such Acquiror Option shall be equal to *the quotient of* (A) the exercise price per share of such Company Option in effect immediately prior to the Effective Time *divided by* (B) the Exchange Ratio (the exercise price per share, as so determined, being rounded up to the nearest full cent).

(b) As of the Effective Time, each Company Restricted Stock Award that is outstanding immediately prior to the Effective Time shall be converted into the right to receive restricted Acquiror Common Shares (each, an "Acquiror Restricted Stock Award") having the same terms and conditions as were applicable to such Company Restricted Stock Award immediately prior to the Effective Time (including with respect to vesting and termination-related provisions), except that such Acquiror Restricted Stock Award shall relate to such number of Acquiror Common Shares as is determined in accordance with Section 4.2(a)(ii).

(c) The Company shall take all necessary actions to effect the treatment of the Company Equity Awards pursuant to Section 4.5(a) and Section 4.5(b) in accordance with the Company Incentive Plans and the applicable award agreements and to ensure that no Acquiror Option may be exercised prior to the effective date of an applicable Form S-8 (or other applicable form, including Form S-1 or Form S-3) of Acquiror, unless such exercise satisfies an exemption from the registration requirements of the Securities Act. The Company Board shall amend the Company Incentive Plans and take all other necessary actions, effective as of immediately prior to the Closing, in order to provide that no new Company Equity Awards will be granted under the Company Incentive Plans.

Section 4.6. Withholding. Notwithstanding any other provision of this Agreement, Acquiror, the Company, the Surviving Corporation or the Exchange Agent or any of their Affiliates or Representatives shall be entitled to deduct or withhold from any amount payable pursuant to this Agreement any Taxes that are required to be deducted and withheld from such amounts under the Code or any other applicable Law. Acquiror or its Representatives shall use commercially reasonable efforts to provide the Company with written notice of any amount that it intends to withhold in connection with any payment under this Agreement (other than any compensatory payments to be made pursuant to this Agreement) at least five (5) days prior to making any such withholding (which notice shall set forth a description of the factual and legal basis for such withholding) and cooperate with the Company to reduce or eliminate any applicable withholding; provided that Acquiror shall not have any such obligations with respect to any withholding contemplated under Section 3.3. Any amounts so deducted and withheld in accordance with this Section 4.6 shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. For the avoidance of doubt, in the case of any such payment payable to employees of the Company or its Subsidiaries in connection with the Merger treated as compensation, the Parties shall cooperate to pay such amounts through the Company's or the relevant Subsidiary's payroll to facilitate applicable withholding.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure letter delivered to Acquiror and Merger Sub by the Company on the date of this Agreement (the "Company Disclosure Letter"), the Company represents and warrants to Acquiror and Merger Sub as follows:

Section 5.1. Company Organization. The Company has been duly incorporated and is validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, lease or otherwise hold and operate all of its properties and assets and to conduct its business as it is now being conducted. The Governing Documents of the Company, as amended to the date of this Agreement and as made available by or on behalf of the Company to Acquiror, are true, correct and complete. The Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing (if the concept of good standing is recognized by such jurisdiction), as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the Company and its Subsidiaries, taken as a whole.

Section 5.2. Subsidiaries. The legal entity name and jurisdiction of incorporation, formation or organization, as applicable, of each Subsidiary of the Company as of the date of this Agreement is set forth in Section 5.2 of the Company Disclosure Letter. Each Subsidiary of the Company has been duly incorporated, formed or organized, as the case may be, and is validly existing under the Laws of its jurisdiction of incorporation, formation or organization, as applicable, and has the requisite corporate or other business entity power and authority to own, lease or otherwise hold and operate all of its properties and assets and to conduct its business as it is now being conducted. True, correct and complete copies of the Governing Documents of each Subsidiary of the Company, as amended to the date of this Agreement, have been made available to Acquiror by or on behalf of the Company. Each Subsidiary of the Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing (if the concept of good standing is recognized by such jurisdiction), as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the Company and its Subsidiaries, taken as a whole.

Section 5.3. Due Authorization.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is, or is contemplated to be, a party and (subject to receipt of the Company Stockholder Approval and the Governmental Authorizations described in clauses (a) and (b) of Section 5.5) to perform all of its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and each Ancillary Agreement to which the Company is, or is contemplated to be, a party have been duly and validly authorized and approved by the Company Board. This Agreement has been, and each of the Ancillary Agreements to which the Company is, or is contemplated to be, a party has been or will be, as applicable, duly and validly executed and delivered by the Company, and this Agreement constitutes, and each Ancillary Agreement to which the Company is, or is contemplated to be, a party constitutes or, upon execution prior to the Closing, as applicable, will constitute, a legal, valid and binding obligation of the Company (assuming, in each case, the due and valid execution and delivery by each of the other parties hereto or thereto), enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (the "Enforceability Exceptions").

(b) Prior to the Company's execution and delivery of this Agreement, the Company Board has taken the Company Board Actions, and, as of the date hereof, none of the Company Board Actions has been rescinded, withdrawn or modified. No other corporate action is required on the part of the Company or any of its stockholders to enter into this Agreement or the Ancillary Agreements to which the Company is, or is contemplated to be, a party or to approve the Merger or the other transactions contemplated hereby or thereby, except for the Company Stockholder Approval.

Section 5.4. No Conflict. Subject to the receipt of the Company Stockholder Approval and the Governmental Authorizations described in clauses (a) and (b) of Section 5.5 and except as set forth in Section 5.4 of the Company Disclosure Letter, the execution and delivery by the Company of this Agreement and each of the Ancillary Agreements to which the Company is, or is contemplated to be, a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in any breach of or default under, the Governing Documents of the Company, (b) violate or conflict with any provision of, or result in any breach of or default under, any Law applicable to the Company or any of its Subsidiaries, (c) violate or conflict with any provision of, or result (with or without due notice or lapse of time or both) in any breach of or default under, or require any consent or waiver to be obtained under, or result in the loss of any right or benefit of the Company or any of its Subsidiaries under, or give rise to any right of termination, cancellation or acceleration under, or cause the termination or cancellation of, any Contract of the type described in Section 5.13(a) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or (d) result in the creation of any Lien (other than Permitted Liens) on any of the properties or assets of the Company or any of its Subsidiaries, except, in the case of clauses (b) through (d), to the extent that the occurrence of any of the foregoing would not be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 5.5. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of Acquiror and Merger Sub contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority (each, a "Governmental Authorization") is required on the part of the Company or any of its Subsidiaries with respect to the Company's execution or delivery of this Agreement or the consummation by the Company of the transactions contemplated hereby, except (a) for (i) applicable requirements of the HSR Act, (ii) the filing of the Certificate of Merger in accordance with the DGCL and the acceptance thereof by the Delaware Secretary of State, (iii) the filing of the amended and restated certificate of incorporation of the Company pursuant to Section 2.4(a) in accordance with the DGCL and the acceptance thereof by the Delaware Secretary of State, (iv) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable securities Laws and (v) any Governmental Authorization the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to perform or comply with on a timely basis any material obligation of the Company under this Agreement or to consummate the transactions contemplated hereby and (b) as set forth in Section 5.5 of the Company Disclosure Letter.

Section 5.6. Capitalization of the Company.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of (i) 36,326,815 Company Common Shares and (ii) 29,747,033 Company Preferred Shares, of which (A) 4,666,503 are Company Series A Preferred Shares, (B) 1,733,370 are Company Series B Preferred Shares, (C) 4,254,733 are Company Series C Preferred Shares, (D) 10,274,260 are Company Series D Preferred Shares, (E) 3,149,745 are Company Series E Preferred Shares, (F) 2,034,212 are Company Series E-1 Preferred Shares and (G) 3,634,210 are Company Series F Preferred Shares, and there are no other authorized classes or series of capital stock of the Company.

(b) As of the date of this Agreement, there are issued and outstanding (i) 2,712,444 Company Common Shares and (ii) 29,521,810 Company Preferred Shares, consisting of (A) 4,666,503 Company Series A Preferred Shares, (B) 1,733,370 Company Series B Preferred Shares, (C) 4,142,408 Company Series C Preferred Shares, (D) 10,161,362 Company Series D Preferred Shares, (E) 3,149,745 Company Series E Preferred Shares, (F) 2,034,212 Company Series E-1 Preferred Shares and (G) 3,634,210 Company Series F Preferred Shares. All of the issued and outstanding Company Shares (1) have been duly authorized and validly issued and are fully paid and non-assessable, (2) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (x) the Governing Documents of the Company as then in effect and (y) any other applicable Contracts governing the issuance of such securities to which the Company is a party or otherwise bound, (3) have not been issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company as then in effect or any Contract to which the Company was a party or otherwise bound at the time of such issuance and (4) subject to the Governing Documents of the Company, the Company Stockholder Agreements and the Contracts set forth in Section 5.6(b) of the Company Disclosure Letter, are free and clear of any Liens.

(c) Section 5.6(c) of the Company Disclosure Letter sets forth a true and correct list of all issued and outstanding Company Warrants as of the date hereof. All of the issued and outstanding Company Warrants (A) have been duly authorized and validly issued and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, (B) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the Company as then in effect and (2) any other applicable Contracts governing the issuance of such securities to which the Company is a party or otherwise bound, (C) have not been issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company or any Contract to which the Company was a party or otherwise bound at the time of such issuance and (D) subject to the Governing Documents of the Company, the Company Stockholder Agreements and the Contracts set forth in Section 5.6(c) of the Company Disclosure Letter, are free and clear of any Liens.

(d) As of the date of this Agreement, there are issued and outstanding (i) Company Options to purchase an aggregate of 3,841,287 Company Common Shares and (ii) Company Restricted Stock Awards with respect to 579,660 Company Common Shares. The Company has made available to Acquiror a true and complete list, as of the date of this Agreement, of, with respect to each Company Equity Award, the holder and type of such Company Equity Award, the number of Company Common Shares subject thereto and, if applicable, the vesting schedule and the exercise price per Company Common Share thereof. Each Company Equity Award was validly issued and properly approved by the Company Board (or an appropriate committee thereof). All Company Options and Company Restricted Stock Awards are evidenced by award agreements in substantially the forms made available to Acquiror, and no Company Option or Company Restricted Stock Award is subject to terms that are materially different from those set forth in such forms. To the extent subject to Laws of the United States at the time of grant, each Company Option has been granted with an exercise price that is intended to be no less than the fair market value of the underlying Company Common Share on the date of grant, as determined in accordance with Section 409A of the Code or Section 422 of the Code, as applicable. To the extent subject to Laws of the United States at the time of grant, each Company Option is intended to either qualify as an "incentive stock option" under Section 422 of the Code or to be exempt under Section 409A of the Code.

(e) Except for the SAFE Note or as otherwise set forth in this Section 5.6 or in Section 5.6(e) of the Company Disclosure Letter, as of the date hereof, the Company has no outstanding (i) Equity Securities of the Company, (ii) subscriptions, calls, options, warrants, rights (including preemptive rights), puts or other securities convertible into or exchangeable or exercisable for Equity Securities of the Company or any other Contracts to which the Company is a party or by which the Company is bound obligating the Company to issue or sell any Equity Securities of the Company, (iii) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in the Company, (iv) Contracts to which the Company is a party or by which the Company is bound obligating the Company to repurchase, redeem or otherwise acquire any Equity Securities of the Company, other than any Company Stockholder Agreement, the Company Incentive Plans, or any Company Equity Award, or (v) bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, Equity Securities of the Company having the right to vote) on any matter on which the Company's stockholders may vote.

Section 5.7. Capitalization of Subsidiaries.

(a) The outstanding Equity Securities of each of the Company's Subsidiaries (i) have been duly authorized and validly issued, (ii) are, to the extent applicable, fully paid and non-assessable, (iii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in the Governing Documents of the applicable Subsidiary and any other applicable Contracts governing the issuance of such securities to which the applicable Subsidiary is a party or otherwise bound, (iv) have not been issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the applicable Subsidiary or any Contract to which the applicable Subsidiary was a party or otherwise bound at the time of such issuance and (v) subject to the Governing Documents of the applicable Subsidiary and the Contracts set forth in Section 5.7(a) of the Company Disclosure Letter, are free and clear of any Liens.

(b) The Company or another direct or indirect wholly owned Subsidiary of the Company owns of record and beneficially all the issued and outstanding Equity Securities of each of the Company's Subsidiaries free and clear of any Liens (other than Permitted Liens).

(c) Except as set forth in Section 5.7(c) of the Company Disclosure Letter, as of the date hereof, there are no outstanding (i) subscriptions, calls, options, warrants, rights (including preemptive rights), puts or other securities convertible into or exchangeable or exercisable for Equity Securities of any of the Company's Subsidiaries or any other Contracts to which any of the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound obligating any of the Company's Subsidiaries to issue or sell any Equity Securities of such Subsidiary, (ii) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in any of the Company's Subsidiaries, (iii) Contracts to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound obligating any of the Company's Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of such Subsidiary or (iv) bonds, debentures, notes or other indebtedness of any of the Company's Subsidiaries having the right to vote (or convertible into, or exchangeable for, Equity Securities of such Subsidiary having the right to vote) on any matter on which the holders of Equity Securities of such Subsidiary may vote.

Section 5.8. Financial Statements.

(a) The Company has previously provided to Acquiror true and complete copies of (i) the audited consolidated balance sheet as of December 31, 2020 and statements of operations and comprehensive loss, changes in stockholders' equity and cash flows of the Company and its consolidated Subsidiaries for the year ended December 31, 2020, together with the auditor's report thereon (the "2020 Audited Financial Statements") and (ii) the unaudited consolidated balance sheet as of September 30, 2021 and statements of operations and comprehensive loss, changes in stockholders' equity and cash flows of the Company and its consolidated Subsidiaries for the nine-month period ended September 30, 2021 (the "Interim Financial Statements"). Except as set forth in Section 5.8(a) of the Company Disclosure Letter, the 2020 Audited Financial Statements and the Interim Financial Statements (x) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and their consolidated results of operations and comprehensive income (or loss), consolidated changes in stockholders' equity and consolidated cash flows for the respective periods then ended (subject, in the case of the Interim Financial Statements, to normal year-end adjustments and the absence of footnotes), (y) were prepared in accordance with GAAP and IFRS, respectively, applied on a consistent basis during the periods covered (except as may be indicated in the notes thereto and, in the case of the Interim Financial Statements, the absence of footnotes) and (z) were prepared from, and are in accordance in all material respects with, the books and records of the Company and its consolidated Subsidiaries.

(b) The Closing Company Financial Statements, when delivered following the date of this Agreement in accordance with Section 7.3, (i) will fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as of the respective dates thereof, and their consolidated results of operations and comprehensive income (or loss), consolidated changes in stockholders' equity and consolidated cash flows for the respective periods then ended (subject, in the case of any unaudited Closing Company Financial Statements, to normal year-end adjustments and the absence of footnotes), (ii) will have been prepared in accordance with GAAP applied on a consistent basis during the periods covered (except as may be indicated in the notes thereto and, in the case of any unaudited Closing Company Financial Statements, the absence of footnotes), (iii) will have been prepared from, and will be in accordance in all material respects with, the books and records of the Company and its consolidated Subsidiaries and (iv) in the case of any audited Closing Company Financial Statements, will comply in all material respects with the applicable accounting requirements of the Exchange Act and the Securities Act and the rules and regulations promulgated by the SEC, in each case, as in effect as of the respective dates thereof.

(c) Except as set forth in Section 5.8(c) of the Company Disclosure Letter, neither the Company nor, to the knowledge of the Company, any independent auditor of the Company has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company, (ii) any fraud, whether or not material, that involves the Company's management or other employees who have a significant role in the preparation of financial statements or the internal accounting controls utilized by the Company or (iii) any allegation in writing regarding any of the foregoing.

Section 5.9. Undisclosed Liabilities. As of the date of this Agreement, except as set forth in Section 5.9 of the Company Disclosure Letter and except for any Company Transaction Expenses payable by the Company or any of its Subsidiaries as a result of or in connection with the consummation of the transactions contemplated hereby or by any Ancillary Agreement, and in each case as described herein, there is no other Liability of the Company or any of the Company's Subsidiaries that would be required to be set forth or reserved for on a consolidated balance sheet prepared in accordance with GAAP with respect to the 2020 Audited Financial Statements or IFRS with respect to the Interim Financial Statements, as the case may be, consistently applied and in accordance with past practice, except for Liabilities (a) reflected or reserved for on the 2020 Audited Financial Statements or the Interim Financial Statements, or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Interim Financial Statements in the ordinary course of business of the Company and its Subsidiaries, (c) that will be discharged or paid off prior to or at the Closing or (d) the failure to so be set forth or reserved for would not be material to the Company and its Subsidiaries, taken as a whole.

Section 5.10. Absence of Changes. From the date of the most recent balance sheet included in the Interim Financial Statements through the date of this Agreement, there has not been any Company Material Adverse Effect.

Section 5.11. Litigation and Proceedings. Except as set forth in Section 5.11 of the Company Disclosure Letter or as would not be material to the Company and its Subsidiaries, taken as a whole, as of the date of this Agreement, (a) there is no Action pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries or any of their respective properties or assets or, to the knowledge of the Company, any of their respective directors, managers, officers or employees (in their respective capacities as such), (b) to the knowledge of the Company, there is no investigation or other inquiry pending with any Governmental Authority, against the Company or any of its Subsidiaries or any of their respective properties or assets or any of their respective directors, managers, officers or employees (in their respective capacities as such) and (c) there is no Governmental Order imposed upon, or, to the knowledge of the Company, threatened against, the Company or any of its Subsidiaries, nor are any of the properties or assets of the Company or any of its Subsidiaries bound by or subject to any Governmental Order, the violation of which would, individually or in the aggregate, reasonably be expected to be material to the Company.

Section 5.12. Legal Compliance. Except (a) with respect to compliance with Environmental Laws (as to which certain representations and warranties are made in Section 5.24) and compliance with Tax Laws (which are the subject of Section 5.16) and (b) as would not be material to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries are, and during the past two (2) years have been, in compliance with all applicable Laws in all material respects. During the two (2) years prior to the date hereof, neither the Company nor any of its Subsidiaries has received any written notice of any material violation of applicable Law by the Company or any of its Subsidiaries, and, to the knowledge of the Company, no Action alleging any material violation of any Law by the Company or any of its Subsidiaries is pending or threatened against the Company or any of its Subsidiaries as of the date hereof.

Section 5.13. Contracts; No Defaults.

(a) Section 5.13(a) of the Company Disclosure Letter contains a listing of all Contracts described in clauses (i) through (xvi) below to which the Company or any of its Subsidiaries is a party as of the date of this Agreement, other than Company Benefit Plans (except as listed below). True, correct and complete copies of the Contracts listed in Section 5.13(a) of the Company Disclosure Letter have been made available to Acquiror or its agents or representatives:

(i) each Contract with any of the Top Customers that the Company reasonably expects to result in gross revenues to the Company or any of its Subsidiaries in excess of $500,000 in any calendar year;

(ii) each Contract with any of the Top Vendors involving aggregate payments by the Company or any of its Subsidiaries in excess of $600,000 per year;

(iii) each Contract (A) evidencing outstanding indebtedness of the Company or any of its Subsidiaries for borrowed money, or any guarantee by the Company or any of its Subsidiaries of such indebtedness of a third party, in an amount exceeding $500,000 or (B) that is a commitment to provide loans, credit or financing to the Company or any of its Subsidiaries in an amount exceeding $500,000;

(iv) each Contract entered into during the past three (3) years providing for (A) the acquisition by the Company or any of its Subsidiaries of (1) any Equity Security of a Person other than the Company or any of its present Subsidiaries or (2) material assets of a Person other than the Company or any of its Subsidiaries involving payments in excess of $500,000 or (B) the disposition to any Person other than the Company or any of its Subsidiaries of (1) any Equity Security of the Company or any of its Subsidiaries (other than any Company Equity Award) or (2) material assets of the Company or any of its Subsidiaries involving payments in excess of $500,000, other than, in the case of each of clauses (A) and (B), Contracts (x) under which the applicable acquisition or disposition has been consummated and there are no material unperformed obligations, (y) entered into in the ordinary course of business or (z) between the Company and any of its Subsidiaries or between any two or more of the Company's Subsidiaries;

(v) each Contract establishing or governing any material joint venture or partnership between the Company or any of its Subsidiaries, on the one hand, and any Person other than the Company or any of its Subsidiaries, on the other hand;

(vi) each Real Property Lease that involves aggregate payments in excess of $500,000 in any calendar year;

(vii) each Contract (other than Contracts relating to employment (including employment agreements, confidentiality and invention assignment agreements or grants of Company Equity Awards) and Governing Documents or other Contracts relating to Equity Securities in the Company or any of its Subsidiaries) between the Company or any of its Subsidiaries, on the one hand, and, on the other hand, any Affiliate of the Company or any of its Subsidiaries (other than the Company or any of its Subsidiaries), any director, manager or officer of the Company or any of its Subsidiaries, any members or stockholders of the Company or any of the Company's Subsidiaries, any employee of the Company or any of the Company's Subsidiaries or a member of the immediate family of the foregoing Persons, on the other hand (collectively, "Affiliate Agreements");

(viii) each Contract with any current (A) employee of the Company with annual base compensation in excess of $250,000 that provides for severance in excess of 90 days or a notice of termination of more than 90 days or (B) employee of the Company or any of its Subsidiaries with a title of executive officer or any more senior title;

(ix) each Contract with any employee or consultant of the Company or any of its Subsidiaries that provides for cash-based change in control or similar payments or benefits contingent upon, accelerated by or triggered by the consummation of the transactions contemplated hereby;

(x) each Contract (A) prohibiting or limiting the right of the Company or any of its Subsidiaries to engage in or compete with any Person in any line of business in any material respect or (B) prohibiting or restricting the ability of the Company or any of its Subsidiaries to conduct their business with any Person in any geographic area in any material respect;

(xi) each collective bargaining (or similar) agreement or Contract between the Company or any of its Subsidiaries, on one hand, and any labor union or other body representing employees of the Company or any of the Company's Subsidiaries, on the other hand;

(xii) each Contract (including license agreements, coexistence agreements, and agreements with covenants not to sue) pursuant to which the Company or any of its Subsidiaries (A) grants to a third party any rights under any material Intellectual Property of the Company and its Subsidiaries that are either (1) exclusive or (2) otherwise material to the business of the Company and its Subsidiaries, taken as a whole, (B) is granted by a third party any rights under any Intellectual Property or IT Systems that are material to the business of the Company and its Subsidiaries, taken as a whole, or (C) under which a third party develops or creates any Intellectual Property for the benefit of the Company or any of its Subsidiaries; provided, however, that none of the following shall be required to be disclosed on Section 5.13(a)(xii) of the Company Disclosure Letter, but shall be deemed to have been so disclosed for purposes of this Agreement if they otherwise qualify under this Section 5.13(a)(xii): (v) non-disclosure agreements entered into in the ordinary course of business; (w) non-exclusive licenses of Company Owned Intellectual Property granted to vendors or customers in the ordinary course of business; (x) Open Source Licenses or non-exclusive end user in-licenses of uncustomized, commercially available, off-the-shelf Software used for the Company's internal use for fees of less than $250,000 annually; (y) invention assignment or consulting agreements with employees or contractors on standard forms made available to Acquiror with no material exclusions or deviations; or (z) non-exclusive incidental trademark licenses or ancillary licenses to Intellectual Property that are necessary to be granted to receive the benefit of goods or services from third-party vendors or to provide goods or services to third-party customers;

(xiii) each Contract requiring capital expenditures by the Company or any of its Subsidiaries after the date of this Agreement in an amount in excess of $10,000,000 in any calendar year;

(xiv) each Contract granting any Person (other than the Company or any of its Subsidiaries) any (A) "most favored nation" rights, or (B) right of first refusal or first offer or similar preferential right to purchase or lease any asset of the Company or its Subsidiaries;

(xv) each Contract granting any Person (other than the Company or any of its Subsidiaries) a right of first refusal or first offer or similar preferential right to purchase or acquire Equity Securities of the Company or any of its Subsidiaries; and

(xvi) each outstanding written commitment to enter into any Contract of the type described in clauses (i) through (xv) of this Section 5.13(a).

(b) Except for any Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date, all of the Contracts listed pursuant to Section 5.13(a) in the Company Disclosure Letter are (i) in full force and effect and (ii) represent legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of a breach or default would not be material to the Company and its Subsidiaries, taken as a whole, (A) the Company and its Subsidiaries have performed in all respects all of the respective obligations required to be performed by them to date under each Contract listed pursuant to Section 5.13(a) in the Company Disclosure Letter, and neither the Company or any of its Subsidiaries, nor, to the knowledge of the Company, any other party to any such Contract is in breach of or default of its obligations under any such Contract, (B) during the past 12 months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Contract, and (C) to the knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract by the Company or any of its Subsidiaries or any other party to any such Contract (in each case, with or without notice or lapse of time or both).

Section 5.14. Company Benefit Plans.

(a) Section 5.14(a) of the Company Disclosure Letter sets forth a complete and accurate list, as of the date hereof, of each material Company Benefit Plan. For purposes of this Agreement, a "Company Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") or any other plan, policy, program or Contract (including any employment, bonus, incentive or deferred compensation, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee, which are maintained, sponsored or contributed (or required to be contributed) to by the Company or any of its Subsidiaries and to which the Company or any of its Subsidiaries is a party or has any liability, and in each case whether or not (i) subject to the Laws of the United States or (ii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable Law and maintained by any Governmental Authority. With respect to each material Company Benefit Plan, the Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (A) all plan documents, trust agreements or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications, (C) the most recent actuarial report or other financial statement relating to such Company Benefit Plan and (D) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and any pending request for such a determination letter.

(b) Except as set forth in Section 5.14(b) of the Company Disclosure Letter, (i) each Company Benefit Plan has been operated and administered in compliance with its terms and all applicable Laws, including ERISA and the Code, except where the failure to comply would not be material to the Company and its Subsidiaries, taken as a whole, (ii) all material contributions required to be made with respect to any Company Benefit Plan on or before the date hereof have been made and all obligations in respect of each Company Benefit Plan as of the date hereof have been accrued and reflected in the Company's financial statements to the extent required by IFRS or GAAP, as the case may be, (iii) each Company Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a prototype plan and, to the knowledge of the Company, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan except where the failure to be so qualified would not be material to the Company and its Subsidiaries, taken as a whole.

(c) No Company Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan") or other pension plan that is subject to Title IV of ERISA ("Title IV Plan"), and none of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates has sponsored or contributed to, been required to contribute to, has or had any actual or contingent liability under, a Multiemployer Plan or Title IV Plan at any time within the past six years. None of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA.

(d) With respect to each Company Benefit Plan, except as would not result in, or would not reasonably be expected to result in, material liability to the Company and its Subsidiaries, no actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of the Company, threatened, and, to the knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(e) No Company Benefit Plan provides medical or life insurance benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other than coverage mandated by applicable Law, or benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(f) Except as set forth in Section 5.14(f) of the Company Disclosure Letter or as would not be expected to be material to the Company and its Subsidiaries, taken as a whole, the consummation of the transactions contemplated hereby will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of the Company or any Subsidiary of the Company to any severance pay or any other compensation payable by the Company or any Subsidiary of the Company, except as expressly provided in this Agreement, (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due any such employee, officer or other individual service provider by the Company or a Subsidiary of the Company, (iii) directly or indirectly cause the Company to transfer or set aside any assets to fund any material benefits under any Company Benefit Plan, (iv) otherwise give rise to any material Liability under any Company Benefit Plan, or (v) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Company Benefit Plan at or following the Effective Time. The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, result in any "excess parachute payment" under Section 280G of the Code with respect to any current or former service provider of the Company or any of its Subsidiaries. No Company Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code or any other Tax.

Section 5.15. Labor Relations; Employees.

(a) Except as set forth in Section 5.15(a) of the Company Disclosure Letter, (i) neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, or any similar agreement, (ii) no such agreement is being negotiated by the Company or any of its Subsidiaries and (iii) no labor union or any other employee representative body has requested or, to the knowledge of the Company, has sought to represent any of the employees of the Company or any of its Subsidiaries. There is no, and to the knowledge of the Company, there has not been, labor organization activity involving any employees of the Company or any of its Subsidiaries. In the past three (3) years, there has been no actual or, to the knowledge of the Company, threatened strike, slowdown, work stoppage, lockout or other material labor dispute against or affecting the Company or any of its Subsidiaries.

(b) Each of the Company and its Subsidiaries are, and have been during the past three (3) years, in compliance with all applicable Laws respecting labor and employment including all Laws respecting terms and conditions of employment, health and safety, wages and hours, working time, employee classification (with respect to both exempt vs. non-exempt status and employee vs. independent contractor and worker status), child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity and equal pay, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance, except where the failure to comply would not be material to the Company and its Subsidiaries, taken as a whole.

(c) During the past two (2) years, the Company and its Subsidiaries have not received (i) notice of any unfair labor practice charge or material complaint pending or threatened before the National Labor Relations Board or any other Governmental Authority against them, and to the knowledge of the Company, none is threatened, (ii) notice of any complaints, grievances or arbitrations arising out of any collective bargaining agreement or any other complaints, grievances or arbitration procedures against them, and to the knowledge of the Company, none is threatened, (iii) notice of any material charge or complaint with respect to or relating to the Company pending before the U.S. Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, and to the knowledge of the Company, none is threatened, or (iv) notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health Laws to conduct an investigation with respect to or relating to the Company or notice that such investigation is in progress, and to the knowledge of the Company, none is threatened.

(d) Neither the Company nor any of the Company's Subsidiaries reasonably expects any material liabilities with respect to any sexual harassment, or other discrimination, retaliation or policy violation allegations, or has knowledge of any such allegations relating to officers, directors, employees, contractors, or agents of the Company and its Subsidiaries, that, if known to the public, would reasonably be expected to bring material economic harm to the Company and its Subsidiaries.

(e) All payments due from the Company on account of wages have been paid or accrued in all material respects in accordance with IFRS or GAAP, as applicable, as a liability on the books of the Company.

(f) During the past three (3) years, the Company and its Subsidiaries have not engaged in layoffs, furloughs or employment terminations sufficient to trigger application of the U.S. Workers' Adjustment and Retraining Notification Act or any similar state or local Law relating to group terminations or effected any broad-based salary or other compensation or benefits reductions, in each case, whether temporary or permanent.

Section 5.16. Taxes.

(a) All income and other material Tax Returns required to be filed by or with respect to the Company or any of its Subsidiaries have been timely filed (taking into account any applicable extensions), and all such Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects. Neither the Company nor any of its Subsidiaries is currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) All income and other material Taxes due and payable by the Company or any of its Subsidiaries (whether or not shown on any Tax Return) have been timely paid in full. Any such Taxes or Tax liabilities that relate to a Pre-Closing Tax Period that are not yet due and payable (i) for periods covered by the Closing Company Financial Statements have been properly accrued and adequately disclosed on the Closing Company Financial Statements in accordance with GAAP, and (ii) for periods not covered by the Closing Company Financial Statements have been properly accrued on the books and records of the Company and its Subsidiaries in accordance with IFRS.

(c) The Company and each of its Subsidiaries have withheld from amounts owing to any employee, creditor or other Person all material amounts of Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and complied in all material respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(d) There are no Liens for material Taxes (other than Permitted Liens) upon the property or assets of the Company or any of its Subsidiaries.

(e) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against the Company or any of its Subsidiaries that remains unresolved or unpaid, except for claims, assessments, deficiencies or proposed adjustments (i) being contested in good faith through appropriate proceedings and for which adequate reserves have been established in accordance with IFRS and (ii) as set forth in Section 5.16(e) of the Company Disclosure Letter or disclosed in the notes to the Company's financial statements.

(f) There are no Tax audits, examinations or other Actions with respect to any material Taxes of the Company or any of its Subsidiaries presently in progress or pending (or, to the knowledge of the Company, asserted in writing), and there has not been any such Action within the past five years which has not been resolved in full. There are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any Taxes of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is presently contesting the Tax liability of the Company or such Subsidiary, as applicable, before any taxing authority or other Governmental Authority.

(g) Neither the Company nor any of its Subsidiaries has made a request for an advance tax ruling, request for technical advice, a request for a change of any method of accounting or any similar request that is in progress or pending with any Governmental Authority with respect to any Taxes that would reasonably be expected to have a material effect on the Company and its Subsidiaries.

(h) Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification or Tax sharing or similar agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts entered into in the ordinary course of business not primarily related to Taxes).

(i) Neither the Company nor any of its Subsidiaries has been a party to any transaction treated by the parties to such transaction as a distribution of stock qualifying for income tax-deferred treatment under Section 355 of the Code in the two years prior to the date of this Agreement.

(j) Neither the Company nor any of its Subsidiaries (i) is liable for Taxes of any other Person (other than the Company and its Subsidiaries) under Section 1.1502-6 of the Treasury Regulations or any similar provision of state, local or non-U.S. Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts entered into in the ordinary course of business not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for U.S. federal, state, local, or non-U.S. Tax purposes, other than a group the common parent of which was or is the Company or any of its Subsidiaries.

(k) No written claim which has not been resolved in full has been made by any Governmental Authority in any jurisdiction in which the Company or any of its Subsidiaries does not file Tax Returns that it is or may be subject to material taxation in that jurisdiction.

(l) Neither the Company nor any of its Subsidiaries has a permanent establishment (within the meaning of an applicable income Tax treaty or convention) in any country other than the country under the Laws of which the Company or such Subsidiary, as applicable, is organized, or is subject to income Tax in a jurisdiction outside the country under the Laws of which the Company or such Subsidiary, as applicable, is organized.

(m) Neither the Company nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Section 1.6011-4(b) of the Treasury Regulations (or any corresponding or similar provision of state, local or non-U.S. Law).

(n) Neither the Company nor any of its Subsidiaries will be required to include any material amount in taxable income, exclude any material item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or non-U.S. Law) for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) installment sale or open transaction made on or prior to the Closing, (ii) intercompany transaction described in Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or non-U.S. Law) or open transaction disposition made on or prior to the Closing, (iii) prepaid amount received or deferred revenue recognized at or prior to the Closing other than in the ordinary course of business, (iv) change in method of accounting for any Pre-Closing Tax Period made or required to be made prior to the Closing, (v) a "closing agreement" described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) executed on or prior to the Closing, or (vi) inclusion under Section 951(a) or Section 951A of the Code attributable to (1) "subpart F income," within the meaning of Section 952 of the Code, (2) direct or indirect holding of "United States property," within the meaning of Section 956 of the Code, (3) "global intangible low-taxed income," as defined in Section 951A of the Code, in the case of each of clauses (1) through (3), arising from transactions or events occurring prior to the Closing Date, determined as if the relevant taxable years ended on the Closing Date or (4) by reason of Section 965(a) of the Code or an election pursuant to Section 965(h) of the Code (or any similar provision of state, local or non-U.S. Law).

(o) Neither the Company nor any of its Subsidiaries owns or has been a "passive foreign investment company" within the meaning of Section 1297 of the Code.

(p) Neither the Company nor any Subsidiary of the Company has deferred any "applicable employment taxes" under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act of 2020.

(q) The Company has not knowingly taken any action that would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment. To the knowledge of the Company, there are no facts or circumstances, other than any facts and circumstances to the extent that such facts and circumstances exist or arise as a result of, or are related to, any act or omission occurring after the date of this Agreement by Acquiror or Merger Sub not contemplated by this Agreement or any Ancillary Agreement, that would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

Section 5.17. Brokers' Fees. Except as set forth in Section 5.17 of the Company Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement or any Ancillary Agreement based upon arrangements made by the Company or any of its Subsidiaries or any of their Affiliates for which Acquiror, the Company or any of the Company's Subsidiaries has any obligation.

Section 5.18. Insurance. As of the date of this Agreement, except as would not be material to the Company and its Subsidiaries, taken as a whole, (a) all of the material policies of property, fire and casualty, liability, workers' compensation, directors and officers and other forms of insurance held by, or for the benefit of, the Company or any of its Subsidiaries with respect to policy periods that include the date of this Agreement are in full force and effect, and all premiums due therefor have been paid, and (b) neither the Company nor any of its Subsidiaries has received a written notice of cancellation of any of such policies or of any material changes that are required in the conduct of the business of the Company or any of its Subsidiaries as a condition to the continuation of coverage under, or renewal of, any of such policies.

Section 5.19. Licenses. The Company and its Subsidiaries have obtained, and maintain, all of the material Licenses reasonably required to permit the Company and its Subsidiaries to acquire, originate, own, operate, use and maintain their material assets in the manner in which they are now operated and maintained and to conduct in all material respects the business of the Company and its Subsidiaries as currently conducted. Each material License held by the Company or any of the Company's Subsidiaries is in full force and effect. Neither the Company nor any of its Subsidiaries (a) is in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or violation) in any material respect of any term, condition or provision of any material License to which it is a party, (b) is or has been the subject of any pending or, to the Company's knowledge, threatened Action by a Governmental Authority seeking the revocation, suspension, termination, modification, or impairment of any material License or (c) has received any written notice that any Governmental Authority that has issued any material License intends to cancel, terminate, or not renew any such material License, except to the extent such material License may be amended, replaced, or reissued as a result of and as necessary to reflect the transactions contemplated hereby or as otherwise disclosed in Section 5.4 of the Company Disclosure Letter; provided that such amendment, replacement, or reissuance does not materially adversely affect the continuous conduct of the business of the Company and its Subsidiaries as currently conducted from and after Closing.

Section 5.20. Equipment and Other Tangible Property. The Company or one of its Subsidiaries owns and has good title to all material machinery, equipment and other tangible property reflected on the books of the Company and its Subsidiaries as owned by the Company or one of its Subsidiaries, free and clear of all Liens other than Permitted Liens. The Company or one of its Subsidiaries owns and has good title to, or has a valid leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property used in the business of the Company as presently conducted, except as would not be material to the Company and its Subsidiaries, taken as a whole. All material personal property and leased personal property assets of the Company and its Subsidiaries are structurally sound and in good operating condition and repair (ordinary wear and tear expected) and are suitable for their present use.

Section 5.21. Real Property.

(a) Section 5.21(a) of the Company Disclosure Letter sets forth a true, correct and complete list, as of the date of this Agreement, of all Leased Real Property, including the address thereof, and all Real Property Leases (as hereinafter defined) pertaining to such Leased Real Property. With respect to each parcel of Leased Real Property:

(i) The Company or one of its Subsidiaries holds good and valid leasehold estate in such Leased Real Property, free and clear of all Liens, except for Permitted Liens.

(ii) The Company has made available to Acquiror true, correct and complete copies of all material leases, lease guaranties, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in and to the Leased Real Property by or to the Company and its Subsidiaries, including all amendments, terminations and modifications thereof (collectively, the "Real Property Leases"), and none of such Real Property Leases has been modified in any material respect, except to the extent that such modifications have been disclosed by the copies made available to Acquiror.

(iii) All of the Real Property Leases (A) are in full force and effect and (B) represent legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of a failure to perform or a breach or default would not be material to the Company and its Subsidiaries, taken as a whole, with respect to each Real Property Lease, (x) the Company and its Subsidiaries have performed in all respects all of the respective obligations required to be performed by them to date thereunder, and neither the Company or any of its Subsidiaries, nor, to the knowledge of the Company, any other party to any such Real Property Lease is in breach or default of its obligations under any such Real Property Lease, (y) during the past 12 months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or material breach of or material default under any such Real Property Lease, and (z) to the knowledge of the Company, no event has occurred which, individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Real Property Lease by the Company or any of its Subsidiaries or any other party to any such Real Property Lease (in each case, with or without notice or lapse of time or both).

(iv) As of the date of this Agreement, no party, other than the Company and its Subsidiaries, has any right to use or occupy the Leased Real Property or any portion thereof.

(v) Neither the Company nor any of its Subsidiaries has received written notice of any current condemnation proceeding or proposed similar Action or agreement for taking in lieu of condemnation with respect to any portion of the Leased Real Property.

(b) Section 5.21(b) of the Company Disclosure Letter sets forth a true, correct and complete list, as of the date of this Agreement of all Owned Real Property, including the address and fee owner thereof. With respect to each parcel of Owned Real Property:

(i) The Company or one of its Subsidiaries holds good and marketable fee simple title in such parcel of Owned Real Property, free and clear of all Liens, except for Permitted Liens.

(ii) As of the date of this Agreement, no party, other than the Company and its Subsidiaries, has any right to use or occupy or is in possession of the Owned Real Property or any portion thereof.

(iii) Neither the Company nor any of its Subsidiaries has received written notice of any current condemnation proceeding or proposed similar Action or agreement for taking in lieu of condemnation with respect to any portion of the Owned Real Property.

Section 5.22. Intellectual Property.

(a) Section 5.22(a) of the Company Disclosure Letter sets forth an accurate and complete list, as of the date hereof, of each item of Intellectual Property that is registered and applied-for with a Governmental Authority or domain name registrar and is owned or purported to be owned by the Company or any of its Subsidiaries, whether applied for or registered in the United States or internationally ("Company Registered Intellectual Property"). The Company or one of its Subsidiaries is the sole and exclusive beneficial and record owner of all of the items of all Company Registered Intellectual Property and all material Company Registered Intellectual Property (excluding pending applications included in the Company Registered Intellectual Property) is valid and enforceable, subsisting, in full force and effect, and has not been cancelled, expired or abandoned, or otherwise terminated.

(b) Except (i) as has not been and would not be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (ii) for patents or patent applications identified on Section 5.22(b) of the Company Disclosure Letter as jointly owned and (iii) for non-patent Intellectual Property that is jointly owned by the Company or one of its Subsidiaries pursuant to the express terms of the Contracts set forth on Section 5.13(a)(xii) of the Company Disclosure Letter: the Company or one of its Subsidiaries possesses and solely and exclusively owns, free and clear of all Liens (other than Permitted Liens), all right, title, and interest in any to all Company Owned Intellectual Property and owns or has a valid license to use or license, as used or licensed in its business, all other Intellectual Property and IT Systems, in each case used in or necessary for the conduct of the businesses of the Company and its Subsidiaries as presently conducted and contemplated by the Company as of the date of this Agreement to be conducted following Closing. All permitted use of Intellectual Property by the Company or its Subsidiaries, other than Company Owned Intellectual Property, is pursuant to valid and binding Contracts and no such Contracts will be violated or give rise to a right of termination, modification, acceleration or cancellation under any provision by (or will require the payment or grant of additional amounts or consideration as a result of) the execution, delivery, or performance of this Agreement, except as would not be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(c) The execution, delivery, or performance of this Agreement or the consummation of the transactions contemplated by this Agreement do not and will not conflict with, result in the forfeiture of, impair or result in a breach of or default under, or payment of any additional amount with respect to the right to own or use any Company Owned Intellectual Property, Software or Company IT Systems, except as would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(d) The Company and its Subsidiaries, the use of the Company Owned Intellectual Property by the Company and its Subsidiaries, and the conduct of their businesses (including the making, development, marketing, licensing, sale, use, or distribution of their products and services) have not infringed, misappropriated, or otherwise violated and do not infringe, misappropriate, or otherwise violate any Intellectual Property rights of any third party. There is no Action pending to which the Company or any of its Subsidiaries is a named party or, to the knowledge of the Company, that is threatened in writing, either (i) alleging the Company's or its Subsidiaries' infringement, misappropriation, or other violation of any Intellectual Property of any third party, or (ii) challenging the use, ownership, validity or enforceability of any Company Owned Intellectual Property, and in each case, there is no reasonable basis for any such claims.

(e) Except as set forth in Section 5.22(e) of the Company Disclosure Letter, to the knowledge of the Company, since January 1, 2016, (i) no Person has infringed upon, misappropriated or otherwise violated any material Company Owned Intellectual Property, and (ii) the Company and its Subsidiaries have not sent or given to any Person any written, or to the knowledge of the Company, oral notice, charge, complaint, claim or other written assertion against such Person claiming infringement or violation by or misappropriation of any Company Owned Intellectual Property.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect and preserve the confidentiality of all Trade Secrets in the possession of the Company or any of its Subsidiaries, including requiring all Persons who receive access to such Trade Secrets to execute valid, written nondisclosure agreements requiring such individuals to protect the confidentiality of such Trade Secrets and refrain from using them for purposes other than intended, which agreements (i) in all material respects, are in full force and effect, represent legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent legal, valid and binding obligations of the counterparties thereto and (ii) except where the occurrence of any breach(es) has not been and would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, have not, been breached by such Person. There has not been any disclosure of or access to any Trade Secrets in the possession of the Company or any of its Subsidiaries to or by any Person in a manner that has resulted or would reasonably be expected result in the misappropriation of, or loss of Trade Secret or other rights in and to, such Trade Secret, except as would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(g) Except as has not been and as would not be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) all Persons who have contributed or would reasonably be expected to contribute to the creation or development of any Company Owned Intellectual Property have executed an agreement presently assigning all such Intellectual Property to the Company or such Subsidiary; and (ii) no such agreement has been breached by such Person. Except pursuant to Contracts set forth on Section 5.13(a) of the Company Disclosure Letter, no material Company Owned Intellectual Property was developed with funding from, or using the facilities or resources of, any Governmental Authority or university, college or other educational or public institution.

(h) The Company or one of its Subsidiaries owns or has a valid right to access and use all IT Systems necessary for the conduct of their respective businesses as currently conducted and, to the knowledge of the Company, contemplated to be conducted following the Closing. The Company IT Systems operate in all material respects as necessary and constitute all IT Systems used in or necessary for the operation of the business of the Company and its Subsidiaries, as currently conducted. Since January 1, 2019, there has not been any material malfunction of the Company IT Systems that has not been remedied in a commercially reasonable manner. The Company has in its possession or has all necessary rights to the information technology and all technical and other information required to enable a reasonably skilled information technology professional to maintain and support any material part of the Company IT Systems that are owned by and in the Company's or one of its Subsidiaries' direct control.

(i) None of the Company Software or Company IT Systems nor, to the knowledge of the Company, any other such Software or IT Systems used in the conduct of the business of the Company and its Subsidiaries, contains any undisclosed or hidden device or feature designed to disrupt, disable, or otherwise impair the functioning of any Software or IT System or any "back door," "time bomb", "Trojan horse," "worm," "drop dead device," or other malicious code or routines that permit unauthorized access or the unauthorized disablement or erasure of such or other Software or information or data (or any parts thereof) of the Company or its Subsidiaries or customers of the Company and its Subsidiaries or that materially adversely impact the functionality of or permit unauthorized access to or disable or otherwise harm any computer, Software or other IT Systems. The Company and its Subsidiaries do not use any AI/ML technologies that are trained with Personal Information.

(j) The Company's and its Subsidiaries' use and distribution of Open Source Materials is in compliance in all material respects with all Open Source Licenses applicable thereto. Neither the Company nor any of its Subsidiaries has used any Open Source Materials in a manner that subjects any Company Software or Company Owned Intellectual Property to any Copyleft License terms, including in a manner that requires any Company Software or Company Owned Intellectual Property to be disclosed or distributed in source code form or be licensed for the purpose of making derivative works.

(k) Except pursuant to Contracts set forth on Section 5.13(a)(xii) of the Company Disclosure Letter, and except with respect to Open Source Materials or Intellectual Property licensed to the Company and its Subsidiaries, (i) no third party owns any Intellectual Property to any Software incorporated in or necessary for the use of any Company Software and (ii) no Person other than the Company and its Subsidiaries possesses, or has an actual or contingent right to access or possess (including pursuant to escrow), a copy in any form of any source code for any Company Software and all such source code is in their sole possession or control and has been maintained as strictly confidential.

Section 5.23. Privacy and Cybersecurity.

(a) The Company and its Subsidiaries are in compliance in all material respects with, and during the past three (3) years have been in compliance in all material respects with, (i) all applicable Laws relating to the privacy, security, or processing of Personal Information, (ii) the Company's and its Subsidiaries' posted or publicly facing privacy policies and (iii) the Company's and its Subsidiaries' contractual obligations concerning data privacy, cybersecurity, data security and the security of the Company's and each of its Subsidiaries' IT Systems. There is no Action by any Person (including any Governmental Authority) pending to which the Company or any of its Subsidiaries is a named party or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries alleging a violation of any Laws or Contracts relating to the privacy, security, or processing of Personal Information, cybersecurity, or a security incident impacting the confidentiality, integrity, and availability of the Company's or its Subsidiaries' information technology systems.

(b) During the past three (3) years, (i) there have been no material data breaches or security incidents impacting the confidentiality, integrity and availability of the IT Systems of the Company and its Subsidiaries or the data and information thereon, and (ii) there have been no disruptions in any IT Systems that materially and adversely affected the Company's and its Subsidiaries' business or operations. The Company and its Subsidiaries have implemented and maintained commercially reasonable safeguards consistent with Data Security Requirements and that are designed to protect the confidentiality, integrity and availability of the IT Systems of the Company and its Subsidiaries and the data and information thereon, including measures designed to protect Company Owned Intellectual Property and confidential, sensitive or Personal Information in its possession or control against unauthorized access, use, modification, disclosure or other misuse, including through administrative, technical and physical safeguards. Neither the Company nor any of its Subsidiaries has received or provided any written notice, or received any written complaint from any Person with respect to any violations of Law or Contract with respect to Personal Information or a security incident impacting the confidentiality, integrity, and availability of the Company IT Systems or the data or information thereon, nor, to the Company's knowledge, has any such notice or complaint been threatened against the Company or any of the Company's Subsidiaries.

Section 5.24. Environmental Matters. Except, in each case, as would not be material to the Company and its Subsidiaries, taken as a whole:

(a) The Company and its Subsidiaries and their respective operations and properties are and, except for matters which have been fully resolved, have been in compliance with all Environmental Laws, including by maintaining in full force and effect all permits, licenses, registrations, identification numbers, and other authorizations required under Environmental Laws.

(b) There has been no release of any Hazardous Materials by the Company or its Subsidiaries or, to the knowledge of the Company, any other Person (i) at, in, on or under any Owned Real Property or Leased Real Property or in connection with the Company's and its Subsidiaries' operations off-site of the Owned Real Property or Leased Real Property or (ii) to the knowledge of the Company, at, in, on or under any formerly owned, leased or operated property, Owned Real Property or Leased Real Property during the time that the Company owned, leased or operated such property or at any other location where Hazardous Materials generated by the Company or any of the Company's Subsidiaries have been transported to, sent, placed or disposed of.

(c) Neither the Company nor any of its Subsidiaries is subject to any current Governmental Order relating to any non-compliance with Environmental Laws by the Company or any of its Subsidiaries or relating to the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials.

(d) As of the date hereof, no Action is pending or, to the knowledge of the Company, threatened with respect to the Company's or any of its Subsidiaries' compliance with or liability under Environmental Laws, and, to the knowledge of the Company, there are no facts or circumstances which would reasonably be expected to form the basis of such an Action.

(e) Neither the Company nor any of its Subsidiaries has agreed to indemnify any Person or assumed by Contract the defense or liability of any third party arising under Environmental Law.

(f) The Company has made available to Acquiror copies of the following materials within its possession or control (i) all material written environmental reports, audits, assessments, inspections, liability analyses, memoranda and studies in the possession of, or conducted by, the Company or any of its Subsidiaries with respect to Environmental Law, and (ii) all written communication or written notices received from or sent to any Governmental Authority or other Person, in each case concerning any material non-compliance with, or liability under, Environmental Law relating to the Company or any of its Subsidiaries.

Section 5.25. Anti-Corruption and Anti-Money Laundering Compliance.

(a) For the past five (5) years, none of the Company, any of its Subsidiaries or their respective directors or officers while acting on behalf of the Company or any of its Subsidiaries or, to the knowledge of the Company, any employee or agent acting on behalf of the Company or any of its Subsidiaries has corruptly offered or given anything of value to: (i) any official or employee of a Governmental Authority, any political party or official thereof or any candidate for political office or (ii) any other Person, in any such case while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official or employee of a Governmental Authority or candidate for political office, in each case in violation of applicable Anti-Bribery Laws in any material respect.

(b) To the knowledge of the Company, as of the date hereof, there are no current or pending internal investigations, third-party investigations (including by any Governmental Authority) or internal or external audits that address any material allegations or information concerning possible violations of applicable Anti-Bribery Laws or Anti-Money Laundering Laws related to the Company or any of its Subsidiaries. For the past five (5) years, the Company and each of its Subsidiaries, each director, officer and, to the knowledge of the Company, agent acting on behalf of the Company or any of its Subsidiaries have been in compliance with all applicable Anti-Money Laundering Laws. To the knowledge of the Company, no use of proceeds or other transactions contemplated by this Agreement will violate Anti-Money Laundering Laws.

Section 5.26. Sanctions and International Trade Compliance.

(a) To the knowledge of the Company, the Company and its Subsidiaries (i) are, and have been for the past five (5) years, in compliance in all material respects with all applicable International Trade Laws and Sanctions Laws, and (ii) have obtained all required licenses, consents, notices, waivers, approvals, orders, registrations, declarations, or other authorizations from, and have made any material filings with, any applicable Governmental Authority for the import, export, re-export, deemed export, deemed re-export, or transfer required under applicable International Trade Laws and Sanctions Laws (the "Export Approvals"). There are no pending or, to the knowledge of the Company, threatened, claims, complaints, charges, investigations, voluntary disclosures or Actions against the Company or any of the Company's Subsidiaries related to any applicable International Trade Laws, Sanctions Laws, or any Export Approvals.

(b) None of the Company or any of its Subsidiaries or any of their respective directors or officers or, to the knowledge of the Company, any of the Company's or any of its Subsidiaries' respective employees, agents, representatives or other Persons acting on behalf of the Company or any of its Subsidiaries (i) is, or has during the past five (5) years, been a Sanctioned Person or (ii) has transacted business, related to the Company or any of its Subsidiaries, directly or knowingly indirectly with any Sanctioned Person or in any Sanctioned Country in violation of applicable Sanctions Laws.

Section 5.27. Information Supplied. None of the information supplied or to be supplied in writing to Acquiror by the Company specifically for inclusion in the Proxy Statement/Registration Statement prior to the Closing will, at the date on which the Proxy Statement/Registration Statement is first mailed to the Acquiror Stockholders or at the time of the Acquiror Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding anything to the contrary in this Agreement, the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement, the Proxy Statement or the Proxy Statement/Registration Statement other than the information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement, the Proxy Statement or the Proxy Statement/Registration Statement.

Section 5.28. Customers.

(a) Section 5.28(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, each existing customer of the Company and its Subsidiaries that has spent in excess of $1,000,000 in the last five (5) years pursuant to any Contracts entered into with the Company or any of its Subsidiaries (collectively, the "Top Customers").

(b) Except as set forth in Section 5.28(b) of the Company Disclosure Letter, none of the Top Customers has, as of the date of this Agreement, informed the Company or any of its Subsidiaries in writing that it will, or, to the knowledge of the Company, threatened to terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Company or any of its Subsidiaries (other than due to the expiration of an existing contractual arrangement), and, to the knowledge of the Company, none of the Top Customers is, as of the date of this Agreement, otherwise involved in or threatening any material Action against the Company or any of its Subsidiaries or any of their respective businesses.

Section 5.29. Vendors.

(a) Section 5.29(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the top 10 vendors of the Company and its Subsidiaries collectively, based on the aggregate dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2021 and excluding non-recurring service providers and any legal, accounting, tax or other advisors in connection with corporate transactions (including the transactions contemplated hereby) (the "Top Vendors").

(b) Except as set forth in Section 5.29(b) of the Company Disclosure Letter, none of the Top Vendors has, as of the date of this Agreement, informed any of the Company or any of its Subsidiaries in writing that it will, or, to the knowledge of the Company, threatened to terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Company or any of its Subsidiaries (other than due to the expiration of an existing contractual arrangement), and, to the knowledge of the Company, none of the Top Vendors is, as of the date of this Agreement, otherwise involved in or threatening any material Action against the Company or any of its Subsidiaries or any of their respective businesses.

Section 5.30. Sufficiency of Assets. Except as would not be material to the Company and its Subsidiaries, taken as a whole, the tangible and intangible assets owned, licensed or leased by the Company and its Subsidiaries constitute all of the assets reasonably necessary for the continued conduct of the business of the Company and its Subsidiaries after the Closing in the ordinary course and as currently conducted.

Section 5.31. Related Party Transactions. Except as set forth in Section 5.31 of the Company Disclosure Letter, there are no material transactions or Contracts between the Company or any of its Subsidiaries, on the one hand, and any Affiliate, present or former officer or director of the Company, beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of Company Shares constituting, as of the date of this Agreement, more than 5% of the total number of Company Shares on a fully diluted basis, calculated as of the date of this Agreement, or, to the knowledge of the Company, any member of the "immediate family" (as defined in Rule 16a-1 promulgated under the Exchange Act) of any officer or director of the Company (each of the foregoing, a "Company Related Party"), on the other hand, except, in each case, for (a) Contracts and arrangements related or incidental to any Company Related Party's employment or retention as a director, officer, employee or other service provider by the Company or any of its Subsidiaries (including compensation, benefits and advancement or reimbursement of expenses), (b) loans to employees or other service providers of the Company or any of its Subsidiaries in the ordinary course of business and arrangements related or incidental thereto, (c) Contracts relating to a Company Related Party's status as a holder of Equity Securities of the Company, (d) Contracts that are permitted by or entered into in accordance with Section 7.1 and (e) Contracts between the Company or any of its Subsidiaries, on the one hand, and the Company or any of its Subsidiaries, on the other hand.

Section 5.32. Investment Company Act. The Company is not required to register as an "investment company" under (and within the meaning of) the Investment Company Act.

Section 5.33. No Additional Representation or Warranties.

(a) Except as provided in this Article V, neither the Company nor any Related Person of the Company has made, or is making, any representation or warranty whatsoever to Acquiror, Merger Sub, any Acquiror Insider or any Related Person of any of the foregoing and neither the Company nor any Related Person of the Company shall be liable in respect of the accuracy or completeness of any information provided to Acquiror, Merger Sub, any Acquiror Insider or any Related Person of any of the foregoing.

(b) The Company and its Representatives have made their own investigation of Acquiror and Merger Sub and, except as provided in Article VI, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Acquiror or Merger Sub, the prospects (financial or otherwise) or the viability or likelihood of success of the business of Acquiror or Merger Sub as conducted after the Closing, as contained in any materials provided by Acquiror, Merger Sub or any of their respective Related Persons or otherwise.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth (a) in the case of Acquiror, in any Acquiror SEC Filing filed or furnished prior to the date hereof (excluding (i) disclosures in any "risk factors" section that do not constitute statements of fact, disclosures in any "forward-looking statements" disclaimer and other disclosures that are generally cautionary, predictive or forward looking in nature and (ii) any exhibits or other documents appended to Acquiror SEC Filings filed or furnished prior to the date hereof) (it being acknowledged that nothing disclosed in any such Acquiror SEC Filing will be deemed to modify or qualify the representations and warranties set forth in Section 6.1, Section 6.2, Section 6.5, Section 6.7, Section 6.11, Section 6.13, Section 6.15, Section 6.17 or Section 6.19), or (b) in the case of Acquiror and Merger Sub, in the disclosure letter delivered by Acquiror and Merger Sub to the Company on the date of this Agreement (the "Acquiror Disclosure Letter"), Acquiror and Merger Sub represent and warrant to the Company as follows:

Section 6.1. Company Organization. Each of Acquiror and Merger Sub has been duly incorporated and is validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, lease or otherwise hold and operate all of its properties and assets and to conduct its business as it is now being conducted. The respective Governing Documents of Acquiror and Merger Sub, as amended to the date of this Agreement and as made available by Acquiror to the Company, are true, correct and complete. Each of Acquiror and Merger Sub is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing (if the concept of good standing is recognized by such jurisdiction), as applicable, except where the failure to be so licensed or qualified or in good standing would not, individually or in the aggregate, be material to Acquiror or Merger Sub. Merger Sub has no assets or operations other than those required to effect the transactions contemplated hereby. All of the Equity Securities of Merger Sub are and have always been held directly by Acquiror.

Section 6.2. Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is, or is contemplated to be, a party and (subject to receipt of the Acquiror Stockholder Approval and the Governmental Authorizations described in clauses (a) and (b) of Section 6.4) to perform all of its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Acquiror and Merger Sub of this Agreement and each Ancillary Agreement to which Acquiror or Merger Sub is, or is contemplated to be, a party have been duly and validly authorized and approved by the Acquiror Board and the board of directors of Merger Sub and this Agreement will, within 24 hours of its execution and delivery by all of the Parties, be approved by Acquiror as the sole stockholder of Merger Sub. This Agreement has been, and each of the Ancillary Agreements to which Acquiror or Merger Sub is, or is contemplated to be, a party has been or will be, as applicable, duly and validly executed and delivered by Acquiror or Merger Sub, as applicable, and this Agreement constitutes and each Ancillary Agreement to which Acquiror or Merger Sub is, or is contemplated to be, a party constitutes or, upon execution prior to the Closing, as applicable, will constitute, a legal, valid and binding obligation of Acquiror or Merger Sub, as applicable (assuming, in each case, the due and valid execution and delivery by each of the other parties hereto and thereto), enforceable against Acquiror or Merger Sub, as applicable, in accordance with its terms, subject to the Enforceability Exceptions.

(b) Prior to Acquiror's execution and delivery of this Agreement, at a meeting duly called and held, the Acquiror Board has taken the Acquiror Board Actions, and, as of the date hereof, none of the Acquiror Board Actions has been rescinded, withdrawn or modified. No other corporate action with respect to the Acquiror is required on the part of Acquiror or any of its stockholders to enter into this Agreement or the Ancillary Agreements to which Acquiror is, or is contemplated to be, a party or to approve the Merger, the PIPE Investment or the other transactions contemplated by this Agreement or any Ancillary Agreement, except for the Acquiror Stockholder Approval.

(c) Assuming that a quorum (as determined pursuant to Acquiror's Governing Documents) is present:

(i) the Transaction Proposal identified in clause (A) of Section 9.2(b) shall require approval by an affirmative vote of (A) the holders of at least a majority of the issued and outstanding Acquiror Common Shares voting together as a single class, and (B) the holders of at least a majority of the issued and outstanding Acquiror Class B Shares voting separately, in accordance with the Governing Documents of Acquiror and applicable Law, whether in person or by proxy at an Acquiror Stockholders' Meeting (or any adjournment or postponement thereof) duly called by the Acquiror Board and held for such purpose;

(ii) the Transaction Proposal identified in clause (B) of Section 9.2(b) shall require approval by an affirmative vote of the holders of at least a majority of the issued and outstanding Acquiror Common Shares voting together as a single class, in accordance with the Governing Documents of Acquiror and applicable Law, whether in person or by proxy at an Acquiror Stockholders' Meeting (or any adjournment or postponement thereof) duly called by the Acquiror Board and held for such purpose;

(iii) each Transaction Proposal identified in clauses (C), (D), (F), (G), (G) and (H) of Section 9.2(b) shall require approval by an affirmative vote of the holders of at least a majority of the issued and outstanding Acquiror Common Shares entitled to vote and who attend and vote thereon, in accordance with the Governing Documents of Acquiror and applicable Law, whether in person or by proxy at an Acquiror Stockholders' Meeting (or any adjournment or postponement thereof) duly called by the Acquiror Board and held for such purpose; and

(iv) the Transaction Proposal identified in clause (E) of Section 9.2(b) shall require approval by an affirmative vote of the holders of a plurality of the issued and outstanding Acquiror Shares entitled to vote and who attend and vote thereon, in accordance with the Governing Documents of Acquiror and applicable Law, whether in person or by proxy at an Acquiror Stockholders' Meeting (or any adjournment or postponement thereof) duly called by the Acquiror Board and held for such purpose.

(d) The votes described in Section 6.2(c) are the only votes of the holders of Equity Securities of Acquiror necessary in connection with the consummation of the Merger, the PIPE Investment and the other transactions contemplated by this Agreement or any Ancillary Agreement.

Section 6.3. No Conflict. Subject to receipt of the Acquiror Stockholder Approval and the Governmental Authorizations described in clauses (a) and (b) of Section 6.4, the execution and delivery of this Agreement by Acquiror and Merger Sub and each of the Ancillary Agreements to which Acquiror and Merger Sub is, or is contemplated to be, a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in any breach of or default under, the Governing Documents of Acquiror or Merger Sub, (b) violate or conflict with any provision of, or result in any breach of or default under, any Law applicable to Acquiror or Merger Sub, (c) violate or conflict with any provision of, or result (with or without due notice or lapse of time or both) in any breach of or default under, or require any consent or waiver to be obtained under, or result in the loss of any right or benefit of the Company or any of its Subsidiaries under, or give rise to any right of termination, cancellation or acceleration under, or cause the termination or cancellation of, any Contract to which Acquiror or Merger Sub is a party or by which Acquiror or Merger Sub is bound or (d) result in the creation of any Lien on any of the properties or assets of Acquiror or Merger Sub, except, in the case of clauses (b) through (d), to the extent that the occurrence of any of the foregoing would not, individually or in the aggregate, (i) be material to Acquiror or (ii) have, or reasonably be expected to have, a material and adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their respective obligations under and consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements.

Section 6.4. Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no Governmental Authorization or consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any other Person is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except (a) for (i) applicable requirements of the HSR Act, (ii) the filing of the Certificate of Merger in accordance with the DGCL and the acceptance thereof by the Delaware Secretary of State, (iii) the filing of the Acquiror Restated Charter in the form of Exhibit E in accordance with the DGCL and the acceptance thereof by the Delaware Secretary of State, and (iv) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable securities Laws and (b) as set forth in Section 6.4 of the Acquiror Disclosure Letter.

Section 6.5. Litigation and Proceedings. Except as would not be material to Acquiror or Merger Sub, (a) there is no Action pending or, to the knowledge of Acquiror, threatened against Acquiror or Merger Sub or any of their respective properties or assets or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in each case, in their respective capacities as such), (b) there is no investigation or other inquiry pending or, to the knowledge of Acquiror, threatened by any Governmental Authority, against Acquiror or Merger Sub or any of their respective properties or assets or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in each case, in their respective capacities as such) and (c) there is no outstanding Governmental Order imposed upon, or to the knowledge of the Company, threatened against, Acquiror or Merger Sub, nor are any of the properties or assets of Acquiror or Merger Sub bound by or subject to any Governmental Order the violation of which would, individually or in the aggregate, reasonably be expected to be material to Acquiror.

Section 6.6. Legal Compliance. Each of Acquiror and Merger Sub is, and since the Acquiror Inception Date, in the case of Acquiror, and since the date of Merger Sub's incorporation, in the case of Merger Sub, has been, in compliance with all applicable Laws in all material respects. During the past two (2) years, neither Acquiror nor Merger Sub has received any written notice of any material violation of applicable Law by Acquiror or Merger Sub, and, to the knowledge of Acquiror, no Action alleging any material violation of any Law by Acquiror or Merger Sub is currently pending or threatened against Acquiror or Merger Sub. To the knowledge of Acquiror, no investigation or review by any Governmental Authority of which Acquiror or Merger Sub is the target is pending or threatened as or the date hereof or has been conducted during the past two (2) years, other than those the outcome of which did not or would not result in material liability to Acquiror or Merger Sub.

Section 6.7. SEC Filings. Acquiror has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since the Acquiror Inception Date pursuant to the Exchange Act or the Securities Act or other applicable securities Laws (collectively, together with any exhibits and schedules thereto and other information incorporated therein, and as they have been supplemented or amended since the time of their filing through the date hereof, the "Acquiror SEC Filings"). Each of the Acquiror SEC Filings, as of the date of its filing, and as of the date of any amendment thereof or filing that superseded the initial filing, complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any other securities Laws applicable to the Acquiror SEC Filings. None of the Acquiror SEC Filings, as of the date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Acquiror SEC Filings. To the knowledge of Acquiror, none of the Acquiror SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 6.8. Internal Controls; Listing; Financial Statements.

(a) Acquiror has established and, since the Acquiror IPO Date, has maintained disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror, including its consolidated Subsidiaries, if any, is made known to Acquiror's principal executive officer and its principal financial officer by others within those entities. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act. Acquiror has established and, since the Acquiror IPO Date, has maintained a system of internal control over financial reporting (as defined in Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror Financial Statements for external purposes in accordance with GAAP.

(b) Each director and executive officer of Acquiror has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations promulgated thereunder. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(c) Since the Acquiror IPO Date, Acquiror has complied in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq. The Acquiror Class A Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq.

(d) The Acquiror SEC Filings contain true and complete copies of the audited balance sheet as of August 6, 2021, and the audited statements of operations, changes in stockholders' equity and cash flows of Acquiror for the period from the Acquiror Inception Date through January 29, 2021, in each case together with the auditor's reports thereon (the "Acquiror Financial Statements"). The Acquiror Financial Statements (i) fairly present in all material respects the financial position of Acquiror, as at the respective dates thereof, and the results of operations, changes in stockholders' equity and cash flows for the respective periods then ended, (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), (iii) in the case of the audited Acquiror Financial Statements, were audited in accordance with the standards of the Public Company Accounting Oversight Board and (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof. The books and records of Acquiror are, and since the Acquiror Inception Date have been, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements.

(e) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror.

(f) Neither Acquiror nor, to the knowledge of Acquiror, any independent auditor or Acquiror has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Acquiror or (iii) any claim or allegation regarding any of the foregoing.

Section 6.9. Undisclosed Liabilities. As of the date of this Agreement, except for any Acquiror Transaction Expenses payable by Acquiror or Merger Sub as a result of or in connection with the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement, and in each case as described herein, there is no other Liability of Acquiror or Merger Sub that would be required to be set forth or reserved for on a consolidated balance sheet prepared in accordance with GAAP consistently applied and in accordance with past practice, except for Liabilities (a) reflected or reserved for on the Acquiror Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Acquiror Financial Statements in the ordinary course of business of Acquiror and Merger Sub or (c) which would not be, or would not reasonably be expected to be, material to Acquiror.

Section 6.10. Absence of Changes. Since August 6, 2021, (a) there has not been any event or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, a material and adverse effect on Acquiror or Merger Sub or on the ability of Acquiror or Merger Sub to enter into and perform their respective obligations under this Agreement or any Ancillary Agreement to which Acquiror or Merger Sub is, or is contemplated to be, a party and (b) except as set forth in Section 6.10 of the Acquiror Disclosure Letter, Acquiror and Merger Sub have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 6.11. Trust Account. As of the date of this Agreement, Acquiror has at least $150,000,000.00 in the Trust Account, and such monies are invested in U.S. government securities or money market funds meeting the conditions set forth in Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of August 3, 2021 (the "Trust Agreement"), between Acquiror and Continental Stock Transfer & Trust Company, as trustee (the "Trustee"). There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the Prospectus to be inaccurate or that would entitle any Person (other than eligible Acquiror Stockholders who have elected to effect an Acquiror Share Redemption and the underwriters of Acquiror's initial public offering with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and make payments with respect to Acquiror Share Redemptions. There are no Actions pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has performed all material obligations required to be performed by it to date under, and is not in default under, in breach of, or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to Acquiror's Governing Documents shall terminate, and, as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to Acquiror's Governing Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby, other than to liquidate the Trust Account in accordance with the terms of the Trust Agreement. Following the Effective Time, no Acquiror Stockholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Stockholder has validly effected an Acquiror Share Redemption. As of the date hereof, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its obligations hereunder, neither Acquiror or Merger Sub has any reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror and Merger Sub on the Closing Date.

Section 6.12. Investment Company Act; JOBS Act. Acquiror is not required to register as an "investment company" under (and within the meaning of) the Investment Company Act. Acquiror constitutes an "emerging growth company" as defined in Section 2(a) of the Securities Act, as modified by the U.S. Jumpstart Our Business Startups Act of 2012.

Section 6.13. Capitalization of Acquiror.

(a) As of the date of this Agreement, the authorized share capital of Acquiror consists of (i) 300,000,000 Acquiror Common Shares, divided into (A) 280,000,000 Acquiror Class A Shares, 15,000,000 of which are issued and outstanding as of the date of this Agreement, and (B) 20,000,000 Acquiror Class B Shares, 3,750,000 of which are issued and outstanding as of the date of this Agreement, and (ii) 1,000,000 shares of preferred stock, par value $0.0001 each, none of which are issued or outstanding as of the date of this Agreement. Subject to the PIPE Investment and the Acquiror Share Redemptions, the foregoing represent all of the issued or outstanding Acquiror Shares. All issued and outstanding Acquiror Common Shares (1) have been duly authorized and validly issued and are fully paid and non-assessable, (2) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (x) Acquiror's Governing Documents and (y) any other applicable Contracts governing the issuance of such securities and (3) have not been issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound.

(b) Subject to the terms of conditions of the Warrant Agreement, as of immediately after the Closing, each Acquiror Warrant will be exercisable after giving effect to the Merger for one Acquiror Class A Share at an exercise price of $11.50. As of the date of this Agreement, 11,000,000 Acquiror Warrants are issued and outstanding, 3,500,000 of which are Acquiror Private Placement Warrants. The Acquiror Warrants will not be exercisable until the date that is 30 days after the Closing. All outstanding Acquiror Warrants (i) have been duly authorized and validly issued and constitute valid and binding obligations of Acquiror, enforceable against Acquiror in accordance with their terms, subject to the Enforceability Exceptions, (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (A) Acquiror's Governing Documents and (B) any other applicable Contracts governing the issuance of such securities to which Acquiror is a party or otherwise bound and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound. Except for the Subscription Agreements, Acquiror's Governing Documents and this Agreement, there are no outstanding Contracts to which Acquiror is a party or otherwise bound to repurchase, redeem or otherwise acquire any Equity Securities of Acquiror.

(c) Except as otherwise set forth in this Section 6.13 or in Section 6.13(c) of the Acquiror Disclosure Letter, and other than in connection with the PIPE Investment or the rights of Acquiror's stockholders to effect Acquiror Share Redemptions as provided in Acquiror's Governing Documents, Acquiror has no outstanding (i) subscriptions, calls, options, warrants, rights (including preemptive rights), puts or other securities convertible into or exchangeable or exercisable for Equity Securities of Acquiror or any other Contracts to which Acquiror is a party or by which Acquiror is bound obligating Acquiror to issue or sell any Equity Securities of Acquiror, (ii) equity equivalents, stock appreciation rights, phantom stock ownership interests or similar rights in Acquiror or (iii) bonds, debentures, notes or other indebtedness of Acquiror having the right to vote (or convertible into, or exchangeable for, Equity Securities of Acquiror having the right to vote) on any matter on which Acquiror's stockholders may vote and there are no Contracts to which Acquiror is a party or by which Acquiror is bound obligating Acquiror to repurchase, redeem or otherwise acquire any Equity Securities of Acquiror.

(d) The Aggregate Consideration, when issued in accordance with the terms hereof, (i) will be duly authorized and validly issued, fully paid and non-assessable, (ii) will have been issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (A) Acquiror's Governing Documents and (B) any other applicable Contracts governing the issuance of such securities and (iii) other than as expressly contemplated by any Ancillary Agreement, will not be subject to, and will not have been issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, Acquiror's Governing Documents, or any Contract to which Acquiror is a party or otherwise bound.

(e) Acquiror has no Subsidiaries other than Merger Sub and does not own, directly or indirectly, any Equity Securities or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. Other than this Agreement and the applicable Ancillary Agreements, Acquiror is not party to any Contract that obligates Acquiror to invest money in, loan money to or make any capital contribution to any other Person.

Section 6.14. PIPE Investment. Concurrently with the execution of this Agreement, Acquiror has entered into Subscription Agreements with PIPE Investors, true and correct copies of which have been provided to the Company on or prior to the date of this Agreement, pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors have agreed, in connection with the transactions contemplated hereby, to purchase Acquiror Class A Shares from Acquiror for an amount which, when added to the proceeds under the SAFE Note, is equal to $125,000,000. Each Subscription Agreement is a legal, valid and binding obligation of Acquiror and, to the knowledge of Acquiror, the applicable PIPE Investor party thereto, and neither the execution or delivery thereof by Acquiror nor the performance of Acquiror's obligations under any such Subscription Agreement violates, or will at the Closing violate, any Laws. Each Subscription Agreement is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and as of the date hereof, no withdrawal, termination, amendment or modification is contemplated by Acquiror or, to Acquiror's knowledge, by any PIPE Investor. There are no other agreements, side letters, or arrangements between Acquiror and any PIPE Investor relating to any Subscription Agreement that could affect the obligation of such PIPE Investor to pay to Acquiror the applicable portion of the PIPE Investment Amount set forth in such Subscription Agreement as and when due pursuant to the terms thereof, and, as of the date hereof, Acquiror does not know of any fact or circumstance that would reasonably be expected to result in any of the conditions set forth in any Subscription Agreement not being satisfied as of the Closing (as defined in such Subscription Agreement) or the PIPE Investment Amount not being available in full to Acquiror on the Closing Date. No event has occurred that (with or without notice, lapse of time or both) would constitute a default or breach on the part of Acquiror under any material term or condition of any Subscription Agreement and, as of the date hereof, Acquiror has no reason to believe that it will be unable to perform or satisfy, or cause to be performed or satisfied, on a timely basis any obligation to be satisfied by it or any condition, in each case, contained in any Subscription Agreement. No fees, consideration or other discounts are, or will be, payable to any PIPE Investor in respect of its PIPE Investment, except as set forth in the Subscription Agreements.

Section 6.15. Brokers' Fees. Except as set forth in Section 6.15 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement or any Ancillary Agreement based upon arrangements made by Acquiror or any of its Affiliates, except for any such fee or commission payable solely by an Acquiror Insider.

Section 6.16. Indebtedness; SPAC Expenses. Merger Sub does not have any Indebtedness or unpaid Liabilities. To the knowledge of Acquiror, the Indebtedness and other unpaid Liabilities of Acquiror as of the date of this Agreement (including in respect of deferred underwriting commissions and costs and expenses incurred in respect with other prospective Business Combinations and of Acquiror's initial public offering) do not exceed, in the aggregate, the amount set forth in Section 6.16 of the Acquiror Disclosure Letter.

Section 6.17. Taxes.

(a) All income and other material Tax Returns required to be filed by or with respect to Acquiror or Merger Sub have been timely filed (taking into account any applicable extensions), and all such Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects. Neither Acquiror nor Merger Sub is currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) All income and other material Taxes due and payable by Acquiror or Merger Sub (whether or not shown on any Tax Return) have been timely paid in full. Any such Taxes or Tax liabilities that relate to a Pre-Closing Tax Period that are not yet due and payable (i) for periods covered by the Acquiror Financial Statements have been properly accrued and adequately disclosed on the Acquiror Financial Statements in accordance with GAAP, and (ii) for periods not covered by the Acquiror Financial Statements have been properly accrued on the books and records of the Acquiror and Merger Sub in accordance with GAAP.

(c) Acquiror and Merger Sub have withheld from amounts owing to any employee, creditor or other Person all material amounts of Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and otherwise complied in all material respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(d) There are no Liens for any material Taxes (other than Permitted Liens) upon the property or assets of Acquiror or Merger Sub.

(e) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against Acquiror or Merger Sub that remains unresolved or unpaid, except for claims, assessments, deficiencies or proposed adjustments (i) being contested in good faith through appropriate proceedings and for which adequate reserves have been established in accordance with GAAP and (ii) as set forth in Section 6.17(e) of the Acquiror Disclosure Letter or disclosed in the notes to Acquiror's financial statements.

(f) There are no Tax audits, examinations or other Actions with respect to any material Taxes of Acquiror or Merger Sub presently in progress or pending (or, to the knowledge of Acquiror, asserted in writing), and there has not been any such Actions within the past five years which have not been resolved in full. There are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any Taxes of Acquiror or Merger Sub. Neither Acquiror nor Merger Sub is presently contesting the Tax liability of Acquiror or Merger Sub, as applicable, before any taxing authority or other Governmental Authority.

(g) Neither Acquiror nor Merger Sub has made a request for an advance tax ruling, request for technical advice, a request for a change of any method of accounting or any similar request that is in progress or pending with any Governmental Authority with respect to any Taxes that would reasonably be expected to have a material effect on Acquiror or Merger Sub.

(h) No written claim which has not been resolved in full has been made by any Governmental Authority in any jurisdiction in which Acquiror or Merger Sub does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

(i) Neither Acquiror nor Merger Sub has a "permanent establishment" (within the meaning of an applicable income Tax treaty or convention) in any country other than the country under the Laws of which Acquiror or Merger Sub, as applicable, is organized, or is subject to income Tax in a jurisdiction outside the country under the Laws of which Acquiror or Merger Sub, as applicable, is organized.

(j) Neither Acquiror nor Merger Sub is a party to any Tax indemnification or Tax sharing or similar agreement other than any such agreement solely between the Acquiror and Merger Sub and customary commercial Contracts entered into in the ordinary course of business not primarily related to Taxes.

(k) Neither Acquiror nor Merger Sub has been a party to any transaction treated by the parties to such transaction as a distribution of stock qualifying for income tax-deferred treatment under Section 355 of the Code.

(l) Neither Acquiror nor Merger Sub (i) is liable for Taxes of any other Person (other than Acquiror or Merger Sub) under Section 1.1502-6 of the Treasury Regulations or any similar provision of state, local or non-U.S. Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for U.S. federal, state or local income Tax purposes, other than a group consisting solely of Acquiror and Merger Sub.

(m) Neither Acquiror nor Merger Sub has participated in a "reportable transaction" within the meaning of Section 1.6011-4(b) of the Treasury Regulations (or any corresponding or similar provision of state, local or non-U.S. Law).

(n) Neither Acquiror nor Merger Sub will be required to include any material amount in taxable income, exclude any material item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or non-U.S. Law) for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) installment sale or open transaction made on or prior to the Closing, (ii) intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or non-U.S. Law) or open transaction disposition made on or prior to the Closing, (iii) prepaid amount received or deferred revenue recognized on or prior to the Closing other than in the ordinary course of business, (iv) change in method of accounting for a Pre-Closing Tax Period made or required to be made prior to the Closing, (v) a "closing agreement" described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) executed on or prior to the Closing, or (vi) inclusion under Section 951(a) or Section 951A of the Code attributable to (1) "subpart F income," within the meaning of Section 952 of the Code, (2) direct or indirect holding of "United States property," within the meaning of Section 956 of the Code, (3) "global intangible low-taxed income," as defined in Section 951A of the Code, in the case of each of clauses (1) through (3), arising from transactions or events occurring prior to the Closing Date, determined as if the relevant taxable years ended on the Closing Date or (4) by reason of Section 965(a) of the Code or an election pursuant to Section 965(h) of the Code (or any similar provision of state, local or non-U.S. Law).

(o) Acquiror has never owned any Equity Securities of another Person (other than Merger Sub).

(p) Neither Acquiror nor Merger Sub has deferred any "applicable employment taxes" under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act of 2020.

(q) Neither Acquiror nor Merger Sub has knowingly taken any action that would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment. To the knowledge of Acquiror, there are no facts or circumstances, other than any facts and circumstances to the extent that such facts and circumstances exist or arise as a result of, or are related to, any act or omission occurring after the date of this Agreement by the Company or any of its Subsidiaries not contemplated by this Agreement or any Ancillary Agreement, that would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

Section 6.18. Business Activities.

(a) Since its incorporation or organization, as applicable, neither Acquiror nor Merger Sub has conducted any business activities other than activities related to Acquiror's initial public offering or directed toward the accomplishment of a Business Combination. Except as set forth in Acquiror's Governing Documents or as otherwise contemplated by this Agreement or the Ancillary Agreements and the transactions contemplated hereby and thereby, there is no Contract or Governmental Order binding upon Acquiror or Merger Sub or to which Acquiror or Merger Sub is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or Merger Sub or any acquisition of property by Acquiror or Merger Sub or the conduct of business by Acquiror or Merger Sub as currently conducted or as contemplated to be conducted as of the Closing, other than such effects, individually or in the aggregate, which have not been and would not reasonably be expected to be material to Acquiror or Merger Sub.

(b) Except for Merger Sub and the transactions contemplated by this Agreement and the Ancillary Agreements, Acquiror does not own or have a right to acquire, in each case directly or indirectly, any interest or investment (whether equity or debt) in any Person. Except for this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, Acquiror has no material interests, rights, obligations or Liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination. Except for the transactions contemplated by this Agreement and the Ancillary Agreements, Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any Person.

(c) Merger Sub was formed solely for the purpose of effecting the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby and has no, and at all times prior to the Effective Time, except as expressly contemplated by this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby, has no, assets, Liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(d) As of the date hereof, and except for this Agreement and the Ancillary Agreements (including with respect to expenses and fees incurred in connection therewith), neither Acquiror nor Merger Sub is party to any Contract with any other Person that would require payments by Acquiror or any of its Subsidiaries after the date hereof in excess of $50,000 monthly or $100,000 in the aggregate with respect to any individual Contract, other than with respect to the Acquiror Transaction Expenses.

(e) As of the date hereof, there are no amounts outstanding under any Working Capital Loans.

Section 6.19. Nasdaq Stock Market Quotation. The Acquiror Class A Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "AMCI." The Acquiror Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "AMCIW." The Acquiror Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbol "AMCIU." Acquiror is in compliance with Nasdaq rules and there is no Action pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq or the SEC seeking to deregister the Acquiror Class A Shares, the Acquiror Warrants or the Acquiror Units, or terminate the listing of the Acquiror Class A Shares, the Acquiror Warrants or the Acquiror Units on Nasdaq. None of Acquiror, Merger Sub or their respective Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Shares, Acquiror Warrants or Acquiror Units under the Exchange Act except as contemplated by this Agreement.

Section 6.20. Registration Statement, Proxy Statement and Proxy Statement/Registration Statement. When the Proxy Statement/Registration Statement is first filed, and on the effective date of the Registration Statement, the Registration Statement, the Proxy Statement, and the Proxy Statement/Registration Statement (or any amendment or supplement thereto), will comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the effective date of the Registration Statement, the Proxy Statement, the Registration Statement and the Proxy Statement/Registration Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading. On the date of any filing pursuant to Rule 424(b) or Section 14A, the date the Proxy Statement/Registration Statement is first mailed to the Acquiror Stockholders, and at the time of the Acquiror Stockholders' Meeting, the Proxy Statement/Registration Statement, the Registration Statement and the Proxy Statement, as applicable (together with any amendments or supplements thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding anything to the contrary in this Agreement, Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement.

Section 6.21. Employee Matters. Neither Acquiror nor Merger Sub has any current or former employees, other than non-employee consultants and advisors in the ordinary course of business. Neither Acquiror nor Merger Sub maintains, sponsors, contributes to, is required to contribute to, or has any liability with respect to (other than as a result of the Merger) any "employee benefit plan" as defined in Section 3(3) of ERISA or any other plan, policy, program or Contract (including any employment, bonus, incentive or deferred compensation, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee, in each case whether or not (a) subject to the Laws of the U.S. or (b) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable Law and maintained by any Governmental Authority.

Section 6.22. No Additional Representation or Warranties.

(a) Except as provided in this Article VI, neither Acquiror nor Merger Sub nor any Related Person of Acquiror or Merger Sub has made, or is making, any representation or warranty whatsoever to the Company or any of its Related Persons and none of Acquiror, Merger Sub or any of their respective Related Persons shall be liable in respect of the accuracy or completeness of any information provided to the Company or any of its Related Persons.

(b) Acquiror, Merger Sub, the Acquiror Insiders and their respective Representatives have made their own investigation of the Company and its Subsidiaries and, except as provided in Article V, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or any of its Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of the Company or any of its Subsidiaries as conducted after the Closing, as contained in any materials provided by the Company or any of its Subsidiaries or any of their respective Related Persons or otherwise. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror, any Acquiror Insider or any of their respective Representatives) or reviewed by Acquiror, any Acquiror Insider or any of their respective Representatives pursuant to the Confidentiality Agreement) or management presentations that have been or may hereafter be provided to Acquiror, any Acquiror Insider, PIPE Investor or any of their respective Representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article V. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that the assets, properties and business of the Company and its Subsidiaries are furnished "as is," "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article V, with all faults and without any other representation or warranty of any nature whatsoever.

ARTICLE VII

COVENANTS OF THE COMPANY

Section 7.1. Conduct of Business. From the date of this Agreement through the earlier of the Closing or the valid termination of this Agreement pursuant to Article XI (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, except as expressly required or permitted by this Agreement or any Ancillary Agreement to which the Company is a party, as required by Law or as consented to by Acquiror in writing (which consent shall not be unreasonably withheld, conditioned or delayed), use commercially reasonable efforts to operate the business of the Company and its Subsidiaries in the ordinary course and to preserve the present business and operations and goodwill of the Company. Without limiting the generality of the foregoing, the Company shall not, and the Company shall cause its Subsidiaries not to, except (v) to reasonably comply with any applicable Pandemic Measures, (w) as otherwise expressly required or permitted by this Agreement or any Ancillary Agreement, (x) as required by Law, (y) as consented to by Acquiror in writing (which consent, other than with respect to paragraphs (a), (b), (c), (f), (g), (i), (k), (m), (r), (s) or (t) (to the extent relating to the foregoing paragraphs) of this Section 7.1, shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 7.1 of the Company Disclosure Letter:

(a) amend, restate, supplement or otherwise modify any provision of the Governing Documents of the Company;

(b) incorporate, form or organize any new direct or indirect Subsidiary of the Company or engage in any new line of business that is materially different from the general nature of the businesses of the Company and its Subsidiaries as of the date hereof;

(c) (i) pay, make, declare or set aside any dividend or other distribution in respect of any Equity Security of the Company, (ii) split, combine, reclassify or otherwise amend or modify any terms of any Equity Security of the Company or any of its Subsidiaries, other than any such transaction by a wholly owned Subsidiary of the Company that remains a wholly owned Subsidiary of the Company after consummation of such transaction, or (iii) purchase, repurchase, redeem or otherwise acquire (or offer to purchase, repurchase, redeem or otherwise acquire) any issued and outstanding Equity Security of the Company or any of its Subsidiaries, other than, in the case of this clause (iii), (A) in connection with the forfeiture or cancellation of any such Equity Security for no consideration, (B) the surrender of Company Common Shares by holders of Company Options in order to pay the exercise price of any Company Option, (C) the withholding of Company Common Shares to satisfy Tax obligations with respect to any Company Equity Awards or (D) transactions between the Company and any of its wholly owned Subsidiaries or between any two or more wholly owned Subsidiaries of the Company;

(d) except for the issuance of any SAFE Shares in accordance with the terms of the SAFE Note or the SAFE Warrant, (i) grant, issue, transfer, sell or otherwise dispose of, or authorize to issue, sell, or otherwise dispose of, any Equity Securities in the Company (other than any grant of any equity awards under any of the Company Incentive Plans in the ordinary course of business consistent with past practice) or (ii) issue, deliver, sell, authorize, pledge or otherwise encumber, or agree to any of the foregoing with respect to, any Equity Securities or enter into other agreements or commitments of any character obligating it to issue any Equity Securities;

(e) enter into, modify or amend (other than an automatic extension) in any material respect or terminate (other than by expiration in accordance with the terms of any Contract without an automatic renewal or similar term) any Contract of a type required to be listed in Section 5.13(a) of the Company Disclosure Letter or any Real Property Lease, in each case, other than in the ordinary course of business;

(f) (i) issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries or guarantee any debt securities of another Person, (ii) incur or assume any Indebtedness for borrowed money, or (iii) guarantee any indebtedness for borrowed money of a third party, except, in the case of each of the foregoing clauses (i) through (iii), in an aggregate amount not to exceed $500,000;

(g) sell, assign, transfer, convey, lease or otherwise dispose of any Owned Real Property, or any material tangible assets or properties of the Company or any of its Subsidiaries, except for (i) dispositions of obsolete or worthless equipment, (ii) transactions between the Company and any of its Subsidiaries or between any two or more of the Company's Subsidiaries and (iii) transactions in the ordinary course of business;

(h) make or commit to make any capital expenditures other than in an amount not exceeding $10,000,000 in the aggregate;

(i) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof;

(j) waive, release, settle, compromise or otherwise resolve any Action, except in the ordinary course of business or where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than $5,000,000 (net of any amounts covered by insurance) in the aggregate;

(k) authorize, recommend, propose or announce an intention to adopt a plan of, or otherwise enter into or effect any, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its Subsidiaries (other than the Merger);

(l) (i) make or change any material election in respect of Taxes, (ii) amend, modify or otherwise change any filed material Tax Return, (iii) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (iv) enter into any closing agreement in respect of material Taxes or enter into any Tax sharing or similar agreement (other than customary commercial Contracts entered into in the ordinary course of business not primarily related to Taxes), (v) settle any claim or assessment in respect of material Taxes, (vi) surrender or allow to expire any right to claim a refund of material Taxes or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes or in respect of any material Tax attribute that would reasonably be expected to give rise to any claim or assessment of Taxes;

(m) knowingly take any action, or knowingly fail to take any action, where such action or failure to act would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment;

(n) except in the ordinary course of business consistent with past practice or as otherwise required by any existing Company Benefit Plan or any Contract listed in Section 5.13 of the Company Disclosure Letter, (i) grant any severance, retention, change-of-control or termination or similar pay, except in connection with the promotion, hiring or termination of employment of any employee in the ordinary course of business, (ii) terminate, adopt, enter into or amend any material Company Benefit Plan, or (iii) increase the cash compensation or bonus opportunity of any employee, officer, director or other individual service provider with aggregate annual compensation exceeding $250,000;

(o) enter into, amend, extend or terminate any collective bargaining agreement or similar labor agreement or recognize or certify any labor union, labor organization, or group of employees of the Company or its Subsidiaries as the bargaining representative for any employees of the Company or its Subsidiaries;

(p) implement any employee layoffs, plant closings, or similar events that individually or in the aggregate would give rise to any material obligations or Liabilities on the part of the Company under the federal Work Adjustment and Retraining Notification Act or any similar state or local “mass layoff” or “plant closing” Law;

(q) enter into or materially amend any agreement with, or pay, distribute or advance any assets or property to, any of its officers, directors, employees, partners, stockholders or other Affiliates, other than payments or distributions (x) relating to obligations in respect of arm’s-length commercial transactions pursuant to the agreements set forth in Section 5.31 of the Company Disclosure Letter as existing on the date of this Agreement or (y) in the ordinary course of business consistent with past practice;

(r) except as required by GAAP (or any interpretation thereof, including any new or changes to existing interpretations and guidance issued by any Governmental Authority) or applicable Law, make any change in accounting methods, principles or practices;

(s) (i) transfer, sell, assign, license, sublicense, covenant not to assert, encumber, subject to a Lien (other than a Permitted Lien), abandon, allow to lapse, or otherwise dispose of, any right, title or interest of the Company or its Subsidiaries in Company Owned Intellectual Property (other than non-exclusive licenses of Company Owned Intellectual Property granted to vendors or customers in the ordinary course of business, or immaterial Company Owned Intellectual Property abandoned in the ordinary course of business consistent with past practice in the Company's reasonable business judgment); (ii) disclose any Trade Secrets to any third party that is not subject to a Contract to maintain confidentiality; or (iii) subject any source code for any Company Software to any Copyleft License terms; or

(t) enter into any agreement to take any action prohibited under this Section 7.1.

Notwithstanding anything in this Section 7.1 or this Agreement to the contrary, nothing set forth in this Agreement shall give Acquiror, directly or indirectly, the right to control or direct the operations of the Company or any of its Subsidiaries prior to the Closing.

Section 7.2. Inspection. During the Interim Period, the Company shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to afford to Acquiror and its Representatives reasonable access during normal business hours and with reasonable advance notice, and solely for purposes in furtherance of the consummation of the transactions contemplated hereby (including transition and integration planning) to all of the respective properties (other than for purposes of performing any testing, sampling or analysis of any properties, facilities or equipment of the Company or any of its Subsidiaries), books, Contracts, Tax Returns, records and appropriate officers and employees of the Company and its Subsidiaries, and shall furnish such Representatives with all historical or prospective financial and operating data and other information concerning the affairs of the Company and its Subsidiaries as such Representatives may reasonably request, to the extent then available, except, in each case, to the extent that the Company reasonably determines that providing such access would (a) unreasonably disrupt the normal operations of the Company or any of its Subsidiaries, (b) violate any contractual, fiduciary or legal duty or obligation to which the Company or any of its Subsidiaries is subject (provided that, to the extent possible, the Parties shall cooperate in good faith to permit disclosure of such information in a manner that complies with such duty or obligation), (c) result in the loss of the ability of the Company or any of its Subsidiaries to assert successfully or seek the application of attorney-client privilege or the work-product doctrine or (d) result in the disclosure of information reasonably pertinent to any Action in which the Company or any of its Subsidiaries, on the one hand, and Acquiror, Merger Sub, any Acquiror Insider or any of their respective Affiliates, on the other hand, are adverse parties. In the event that any Action related to this Agreement, any Ancillary Agreement or any of the transactions contemplated hereby or thereby is brought, or, to the knowledge of the Company, threatened in writing, against the Company or the Company Board (or any member thereof) prior to the Closing, the Company shall promptly notify Acquiror of such pending or threatened Action and shall keep Acquiror reasonably informed with respect to the status thereof. All information obtained by Acquiror, Merger Sub or their respective Representatives pursuant to this Section 7.2 shall be subject to the Confidentiality Agreement.

Section 7.3. Preparation and Delivery of Additional Company Financial Statements. The Company shall use reasonable best efforts to deliver to Acquiror as promptly as reasonably practicable (i) the audited consolidated balance sheet and statements of operations and comprehensive loss, changes in stockholders' equity and cash flows of the Company and its consolidated Subsidiaries as of and for the years ended December 31, 2020 and December 31, 2021, audited in accordance with the auditing standards of the Public Company Accounting Oversight Board (provided that such financial statements shall not be required to include a signed audit opinion, which signed audit opinion shall instead be delivered concurrently with the filing of the Proxy Statement/Registration Statement with the SEC) and (ii) any other audited or unaudited financial statements of the Company and its consolidated subsidiaries that are required by applicable Law to be included in the Proxy Statement/Registration Statement (the financial statements described in the foregoing clauses (i) and (ii), collectively, the "Closing Company Financial Statements").

Section 7.4. Affiliate Agreements. The Company shall terminate or settle the Affiliate Agreements identified in Section 7.4 of the Company Disclosure Letter at or prior to the Closing without further liability to Acquiror, the Company or any of the Company's Subsidiaries, except as set forth in Section 7.4 of the Company Disclosure Letter.

Section 7.5. Acquisition Proposals. During the Interim Period, the Company shall not, and shall cause its Subsidiaries not to, and shall instruct and use reasonable best efforts to cause its and their respective Representatives not to, (a) initiate, solicit, enter into or continue discussions, negotiations or transactions with, or respond to any inquiries or proposals by, any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company's Subsidiaries to any Person relating to, an Acquisition Proposal (other than to inform such Person of the Company's obligations pursuant to this Section 7.5) or afford to any Person access to the business, properties, assets, information or personnel of the Company or any of the Company's Subsidiaries in connection with an Acquisition Proposal, (b) enter into any acquisition agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (c) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state for purposes of facilitating an Acquisition Proposal, (d) otherwise knowingly encourage or facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal or (e) resolve or agree to do any of the foregoing. From and after the date hereof, the Company shall, and shall instruct and cause its Representatives, its Affiliates and their respective Representatives to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to an Acquisition Proposal (other than the Company and its Representatives). The Company shall promptly (and in any event within two (2) Business Days after receipt thereof) notify Acquiror in writing of the receipt of any inquiry, proposal, offer or request for information received after the date hereof that constitutes an Acquisition Proposal and keep Acquiror reasonably informed of any material developments with respect to any such inquiry, proposal, offer, request for information or Acquisition Proposal (including any material changes thereto).

ARTICLE VIII

COVENANTS OF ACQUIROR

Section 8.1. Employee Matters.

(a) Equity Plan. Prior to the Closing Date, Acquiror shall approve and adopt an equity incentive plan providing for awards in the form of cash as well as incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, performance units, stock appreciation rights, and other equity-based awards (the "EIP") in the form provided by the Company to Acquiror prior to the Closing Date with terms consistent with this Section 8.1(a) and as otherwise determined by the Company. The EIP shall provide for the ability to grant and recycle Acquiror Common Shares (including any shares subject to forfeited Acquiror Options or Acquiror Restricted Stock Awards). The EIP shall initially reserve a number of Acquiror Class A Shares constituting 10% of the total number of Acquiror Common Shares outstanding on a fully diluted basis, as determined at the Closing. The EIP shall include an "evergreen" provision pursuant to which the number of Acquiror Common Shares reserved for issuance under such equity plan shall be increased automatically each year by 3% of the aggregate number of Acquiror Common Shares then outstanding on a fully diluted basis. Within five (5) Business Days following the expiration of the 60-day period following the date on which Acquiror files current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Acquiror shall file an effective registration statement on Form S-8 (or other applicable form, including Form S-3) with respect to the Acquiror Common Shares issuable under the EIP.

(b) Employment Agreements. Prior to the Closing Date, Acquiror and the Company shall conditionally enter into new employment agreements with the individuals listed on Section 8.1(b) of the Company Disclosure Letter, on terms and conditions reasonably agreed among the Company, Acquiror and the relevant individual. The effectiveness of any such employment agreements shall be conditioned on the Closing.

(c) No Third-Party Beneficiaries. Notwithstanding anything herein to the contrary, each Party acknowledges and agrees that all provisions contained in this Section 8.1 are included for the sole benefit of Acquiror and the Company, and that nothing in this Agreement, whether express or implied, (i) shall be construed to establish, amend, or modify any employee benefit plan, program, agreement or arrangement, (ii) shall limit the right of Acquiror, the Company or any of their respective Affiliates to amend, terminate or otherwise modify any Company Benefit Plan or other employee benefit plan, agreement or other arrangement following the Closing or (iii) shall confer upon any Person who is not a Party (including any equityholder, any current or former director, manager, officer, employee or independent contractor of the Company, or any participant in any Company Benefit Plan or other employee benefit plan, agreement or other arrangement (or any dependent or beneficiary thereof)), any right to continued or resumed employment or recall, any right to compensation or benefits, or any third-party beneficiary or other right of any kind or nature whatsoever.

Section 8.2. Trust Account Proceeds and Related Available Equity. Upon satisfaction (or, to the extent permitted by applicable Law, waiver by the applicable Party or Parties entitled to the benefit thereof) of all of the conditions set forth in Article X (other than those conditions that by their nature or terms are to be satisfied at the Closing), Acquiror shall provide notice (in accordance with the terms of the Trust Agreement) thereof to the Trustee and pursuant to and in accordance with the Trust Agreement, (a) Acquiror shall (i) cause any notices, certificates, opinions or other documents required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered at the time and in the manner required under the Trust Agreement and (ii) use its reasonable best efforts to cause the Trustee to, and the Trustee shall thereupon be obligated to, at the Closing, (A) pay as and when due all amounts payable to Acquiror Stockholders pursuant to the Acquiror Share Redemptions, and (B) pay all remaining amounts then available in the Trust Account to Acquiror for immediate use, subject to this Agreement and the Trust Agreement, and (b) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 8.3. Listing Matters.

(a) During the Interim Period, Acquiror shall maintain its listings on Nasdaq with respect to Acquiror Class A Shares, Acquiror Warrants and Acquiror Units and, in the event that Acquiror receives any notice that Acquiror has failed to satisfy any Nasdaq listing requirement, shall provide prompt written notice of the same to the Company, including a copy of any written notice thereof received from Nasdaq.

(b) Prior to the Closing, Acquiror shall use reasonable best efforts to cause the Acquiror Common Shares to be issued in connection with the transactions contemplated hereby to be approved for listing on Nasdaq (subject to notice of issuance) prior to the Closing under a ticker symbol to be selected by the Company, including by submitting prior to the Closing an initial listing application (the "Listing Application") with Nasdaq with respect to such Acquiror Common Shares. Each of the Company and Acquiror shall promptly furnish all information concerning itself and its Affiliates as may be reasonably requested by the other such Party and shall otherwise reasonably assist and cooperate with the other such Party in connection with the preparation and filing of the Listing Application. Acquiror will use reasonable best efforts to (i) cause the Listing Application, when filed, to comply in all material respects with all requirements applicable thereto, (ii) respond as promptly as reasonably practicable to and resolve all comments received from Nasdaq or its staff concerning the Listing Application, (iii) satisfy any applicable initial and continuing listing requirements and (iv) have the Listing Application approved by Nasdaq as promptly as practicable after such filing. Acquiror shall not submit the Listing Application or any supplement or amendment thereto, or respond to comments received from Nasdaq with respect thereto, without the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) and without providing the Company a reasonable opportunity to review and comment thereon. Acquiror shall promptly notify the Company upon the receipt of any comments from Nasdaq or any request from Nasdaq for amendments or supplements to the Listing Application and shall provide the Company with copies of all material correspondence between Acquiror or any of its Representatives, on the one hand, and Nasdaq, on the other hand, and all written comments with respect to the Listing Application received from Nasdaq and advise the Company of any oral comments with respect to the Listing Application received from Nasdaq. Promptly after receiving notice thereof, Acquiror shall advise the Company of the time of the approval of the Listing Application and the approval for listing on Nasdaq (subject to official notice of issuance) of the Acquiror Common Shares to be issued in connection with the transactions contemplated hereby.

Section 8.4. No Solicitation by Acquiror. During the Interim Period, Acquiror shall not, and shall cause its Subsidiaries not to, and shall instruct and use reasonable best efforts to cause its and their respective Representatives, not to, (a) make any proposal or offer that constitutes a Business Combination Proposal, (b) initiate, solicit, enter into or continue discussions, negotiations or transactions with, or encourage or respond to any inquiries or proposals by, any Person with respect to a Business Combination Proposal (other than to inform such Person of Acquiror's obligations pursuant to this Section 8.4), (c) enter into any acquisition agreement, business combination agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Business Combination Proposal, in each case, other than to or with the Company and its Representatives, (d) otherwise knowingly encourage or facilitate any such inquiries, proposals, discussions or negotiations or (e) resolve or agree to do any of the foregoing. From and after the date hereof, Acquiror shall, and shall instruct and cause its Representatives, its Affiliates and their respective Representatives to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to a Business Combination Proposal (other than the Company and its Representatives).

Section 8.5. Acquiror Conduct of Business.

(a) During the Interim Period, Acquiror shall, and shall cause Merger Sub to, except as expressly required or permitted by this Agreement or any Ancillary Agreement to which Acquiror or Merger Sub is a party (including as contemplated by the PIPE Investment), as required by Law or as consented to by the Company in writing (which consent shall not be unreasonably withheld, conditioned or delayed), use reasonable best efforts to operate its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, Acquiror shall not, and shall cause Merger Sub not to, except (v) to reasonably comply with any applicable Pandemic Measures, (w) as otherwise expressly required or permitted by this Agreement or any Ancillary Agreement (including as contemplated by the PIPE Investment), (x) as required by Law, (y) as consented to by the Company in writing (which consent, other than with respect to clauses (i), (ii), (iv), (viii), (x), (xii), (xiii) and (xiv) (to the extent relating to the foregoing clauses) of this Section 8.5(a), shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 8.5(a) of the Acquiror Disclosure Letter:

(i) amend, restate, supplement or otherwise modify or waive any provision of (or seek any approval from the Acquiror Stockholders to amend, restate, supplement or otherwise modify or waive any provision of) the Trust Agreement, the Acquiror Warrants, the Warrant Agreement or the Governing Documents of Acquiror or Merger Sub, except as contemplated by the Transaction Proposals;

(ii) (A) pay, make, declare or set aside any dividend or other distribution in respect of any Equity Security of Acquiror or Merger Sub, (B) split, combine, reclassify or otherwise amend or modify any terms of any Equity Security of Acquiror or Merger Sub or (C) purchase, repurchase, redeem or otherwise acquire (or offer to purchase, repurchase, redeem or otherwise acquire) any issued and outstanding Equity Security of Acquiror or Merger Sub, other than to provide eligible Acquiror Stockholders with the opportunity to effect Acquiror Share Redemptions as required by Acquiror's Governing Documents;

(iii) (A) make or change any material election in respect of Taxes, (B) amend, modify or otherwise change any filed material Tax Return, (C) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (D) enter into any closing agreement in respect of material Taxes or enter into any Tax sharing or similar agreement (other than customary commercial Contracts entered into in the ordinary course of business not primarily related to Taxes), (E) settle any claim or assessment in respect of material Taxes, (F) surrender or allow to expire any right to claim a refund of material Taxes; or (G) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of material Taxes or in respect of any material Tax attribute that would reasonably be expected to give rise to any claim or assessment of Taxes;

(iv) knowingly take any action, or knowingly fail to take any action, where such action or failure to act would reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment;

(v) other than in connection with any Working Capital Loan up to $1,500,000 and incurred for the sole purpose of paying Acquiror Transaction Expenses that are due and payable prior to the Closing, enter into, renew, terminate, amend, restate, supplement or otherwise modify or waive any provision of any transaction or Contract with any Affiliate of Acquiror or Merger Sub, any Acquiror Insider or any Person in which the Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater;

(vi) other than Acquiror Transaction Expenses or the incurrence of Working Capital Loans up to $1,500,000 incurred for the sole purpose of paying Acquiror Transaction Expenses that are due and payable prior to the Closing, incur, assume or otherwise become liable for (whether directly or indirectly, absolutely or contingently or otherwise) any Indebtedness or Liability or guarantee any Indebtedness or Liability of another Person, or issue or sell any debt securities or warrants or other rights to acquire any debt securities of Acquiror or any of its Subsidiaries or guarantee any debt securities of another Person, other than Indebtedness for borrowed money incurred in the ordinary course of business consistent with past practice and not exceeding $100,000 in the aggregate;

(vii) (A) issue any Equity Securities of Acquiror, other than the issuance of the Aggregate Consideration, (B) grant any options, warrants or other equity-based awards with respect to Equity Securities of Acquiror not outstanding on the date hereof or (C) amend, modify or waive any of the material terms or rights set forth in any Acquiror Warrant, including any amendment, modification or reduction of the warrant price set forth therein;

(viii) incorporate, form or organize any new direct or indirect Subsidiary of Acquiror or engage in any new line of business that is materially different from the general nature of the businesses of Acquiror and Merger Sub as of the date hereof;

(ix) enter into, modify or amend in any material respect or terminate (other than by expiration in accordance with the terms of any Contract without an auto-renewal or similar term) any material Contract, in each case, other than in the ordinary course of business;

(x) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof;

(xi) waive, release, settle, compromise or otherwise resolve any Action, except in the ordinary course of business or where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than $5,000,000 (net of any amounts covered by insurance) in the aggregate;

(xii) authorize, recommend, propose or announce an intention to adopt a plan of, or otherwise enter into or effect any, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Acquiror or Merger Sub (other than the Merger);

(xiii) except as required by GAAP (or any interpretation thereof, including any new or changes to existing interpretations and guidance issued by the SEC or other Governmental Authority) or applicable Law, make any change in accounting methods, principles or practices; or

(xiv) enter into any agreement to take any action prohibited under this Section 8.5.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries (including Merger Sub) to comply with, and continue performing under, as applicable, Acquiror's Governing Documents, the Trust Agreement and all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

Section 8.6. Post-Closing Directors and Officers of Acquiror.

(a) Prior to the mailing of the Proxy Statement/Registration Statement to the Acquiror Stockholders, the Company shall, subject to applicable listing rules of Nasdaq and applicable Law, designate in writing to Acquiror up to ten (10) individuals that will serve on the Acquiror Board as of immediately after the Effective Time, including the allocation of the Company's designated directors among Acquiror's three classes of directors and the members of the compensation committee, audit committee and nominating committee of the Acquiror Board as of immediately after the Effective Time. Subject to the terms of Acquiror's Governing Documents, Acquiror shall take all such action within its power as may be necessary or appropriate such that immediately following the Effective Time, the Acquiror Board shall consist of (i) such number of directors as designated by the Company pursuant to the immediately preceding sentence *plus* (ii) one (1) director designated by Acquiror to the Company which director shall be designated as a "Class III Director" pursuant to the Acquiror Restated Charter, prior to the mailing of the Proxy Statement/Registration Statement to the Acquiror Stockholders.

(b) Subject to the terms of Acquiror's Governing Documents, Acquiror shall take all such action within its power as may be necessary or appropriate such that immediately following the Effective Time, the officers of Acquiror shall be as set forth, and with such titles set forth opposite their respective names, in Section 8.6(b) of the Company Disclosure Letter (as may be updated by the Company prior to Closing following written notice to Acquiror), who shall serve in such capacity in accordance with the terms of Acquiror's Governing Documents following the Effective Time.

(c) At or prior to the Closing, Acquiror shall have delivered to the Company evidence reasonably acceptable to the Company that the members of the Acquiror Board and the officers of Acquiror, in each case immediately prior to the Closing (other than those required to be elected as of the Closing pursuant to the applicable provisions of this Section 8.6) shall have resigned.

Section 8.7. Indemnification and Insurance.

(a) From and after the Effective Time, Acquiror shall indemnify and hold harmless each present and former director and officer of (i) the Company and each of its Subsidiaries (in each case, solely to the extent acting in their capacity as such) and (ii) Acquiror and each of its Subsidiaries (the Persons described in clauses (i) and (ii), collectively, the "D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, in each case arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or any of their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and their respective Governing Documents in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, Acquiror shall, and shall cause its Subsidiaries to (A) maintain for a period of not less than six (6) years following the Closing Date provisions in its Governing Documents concerning the indemnification, exoneration and exculpation (including provisions relating to expense advancement) of Acquiror's and its Subsidiaries' former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the Governing Documents of the Company, Acquiror or their respective Subsidiaries, as applicable, in each case, as in effect on the date of this Agreement, and (B) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Acquiror shall assume, and be liable for, each of the covenants in this Section 8.7.

(b) For a period of six (6) years following the Closing Date, Acquiror shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by Acquiror's, the Company's or any of their respective Subsidiaries' directors' and officers' liability insurance policies (true, correct and complete copies of which have been made available to each of Acquiror and the Company) on terms substantially the same as (and, in any event, not less favorable in the aggregate than) the terms of such current insurance coverage, except that in no event shall Acquiror be required to pay an annual premium for such insurance in excess of three hundred percent (300%) of the aggregate annual premium payable by Acquiror or the Company, as applicable, for such insurance policy for the year ended December 31, 2021; provided, however, that if the premium for such insurance would exceed such amount or such coverage is not otherwise available, then Acquiror shall purchase and maintain the maximum coverage available for three hundred percent (300%) of the aggregate annual premium payable by Acquiror or the Company, as applicable, for such insurance policy for the year ended December 31, 2021; provided, further, that (i) Acquiror may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6)-year "tail" policy containing terms substantially the same as (and, in any event, not less favorable in the aggregate than) the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 8.7 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 8.7 shall survive the consummation of the Merger and shall be binding, jointly and severally, on Acquiror and all successors and assigns of Acquiror. In the event that Acquiror or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Acquiror shall ensure that proper provision shall be made so that the successors and assigns of Acquiror shall succeed to the obligations set forth in this Section 8.7.

(d) Prior to or at the Closing, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and Acquiror with each Person who shall be a director or an officer of Acquiror immediately after the Effective Time, which indemnification agreements shall continue to be effective following the Closing.

(e) The rights of each D&O Indemnified Party hereunder shall be in addition to, and not in limitation of, any other rights such Person may have under the Governing Documents of the Company, any other indemnification arrangement, any Law or otherwise. The provisions of this Section 8.7 expressly are intended to benefit, and are enforceable by, each of the D&O Indemnified Parties, each of whom is an intended third-party beneficiary of this Section 8.7.

Section 8.8. Acquiror Public Filings. From the date hereof through the Effective Time, Acquiror will keep current and timely file all periodic reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 8.9. PIPE Financing. Unless otherwise approved in writing by the Company, Acquiror shall not permit any amendment or modification to be made to, any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Subscription Agreements. Subject to the immediately preceding sentence, Acquiror shall use its reasonable best efforts to take, or to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to (or as directed by) Acquiror the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. For purposes of satisfying the condition set forth in Section 10.3(d), Acquiror may enter into additional Subscription Agreements for the sale solely of Acquiror Common Shares in connection with the PIPE Investment in each case with reasonable advance notice to the Company; provided that (a) the purchase price is at least $10.00 per Acquiror Common Share so subscribed for, (b) Acquiror shall give the Company a reasonable opportunity to review and comment on, and shall consider in good faith the Company's comments before entering into, any such additional Subscription Agreement and (c) promptly after the entry into each such Subscription Agreement, Acquiror delivers to the Company true and correct copies thereof. The proceeds raised pursuant to such additional Subscription Agreement(s) shall be included in the determination of the Acquiror Closing Cash Amount. From the date of the announcement of this Agreement or the transactions contemplated hereby (pursuant to any applicable public communication made in compliance with Section 12.12) until the Closing Date, Acquiror shall use its reasonable best efforts to, and shall instruct its financial advisors to, keep the Company and its financial advisors reasonably informed with respect to the PIPE Investment and the Acquiror Common Shares during such period, including by consulting and cooperating with, and considering in good faith any feedback from, the Company or its financial advisors with respect to such matters; provided that each of Acquiror and the Company acknowledges and agrees that none of their respective financial advisors shall be entitled to any fees with respect to the PIPE Investment unless as set forth in Section 6.15 of the Acquiror Disclosure Letter or otherwise as mutually agreed by the Company and Acquiror in writing. Without limiting the generality of the foregoing, Acquiror shall give the Company prompt written notice: (i) of any requested amendment to any Subscription Agreement; (ii) of any breach or default to the knowledge of Acquiror by any party to any Subscription Agreement; (iii) of the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, or to the knowledge of Acquiror, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement; and (iv) if Acquiror does not expect to receive all or any portion of the applicable purchase price under any PIPE Investor's Subscription Agreement in accordance with its terms.

Section 8.10. Inspection. During the Interim Period, Acquiror shall use commercially reasonable efforts to afford to the Company and its Representatives reasonable access during normal business hours and with reasonable advance notice, and solely for purposes in furtherance of the consummation of the transactions contemplated hereby (including transition and integration planning) to all of the respective properties, books, Contracts, Tax Returns, records and appropriate officers and employees of Acquiror, and shall furnish such Representatives with all historical or prospective financial and operating data and other information concerning the affairs of Acquiror as such Representatives may reasonably request, to the extent then available, except, in each case, to the extent that Acquiror reasonably determines that providing such access would (a) unreasonably disrupt the normal operations of Acquiror, (b) violate any contractual, fiduciary or legal duty or obligation to which Acquiror is subject (provided that, to the extent possible, the Parties shall cooperate in good faith to permit disclosure of such information in a manner that complies with such duty or obligation), (c) result in the loss of the ability of Acquiror to assert successfully or seek the application of attorney-client privilege or the work-product doctrine or (d) result in the disclosure of information reasonably pertinent to any Action in which Acquiror, Merger Sub, any Acquiror Insider or any of their respective Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand, are adverse parties. In the event that any Action related to this Agreement, any Ancillary Agreement or any of the transactions contemplated hereby or thereby is brought, or, to the knowledge of Acquiror, threatened in writing, against Acquiror or the Acquiror Board (or any member thereof) prior to the Closing, Acquiror shall promptly notify the Company of such pending or threatened Action and shall keep the Company reasonably informed with respect to the status thereof. All information obtained by the Company, its Subsidiaries or their respective Representatives pursuant to this Section 8.10 shall be subject to the Confidentiality Agreement.

ARTICLE IX

JOINT COVENANTS

Section 9.1. HSR Act; Other Filings.

(a) In connection with the transactions contemplated hereby, each of the Company and Acquiror shall (and, to the extent necessary, shall cause its Affiliates to) comply promptly but in no event later than ten Business Days after the date hereof with any applicable notification and reporting requirements of the HSR Act. Each of the Company and Acquiror shall substantially comply with any Antitrust Information or Document Requests pursuant to the HSR Act.

(b) Each of the Company and Acquiror shall (and, to the extent necessary, shall cause its Affiliates to) request early termination of any waiting period under the HSR Act and exercise its reasonable best efforts to (i) obtain termination or expiration of the waiting period under the HSR Act and (ii) prevent the entry, in any Action brought by an Antitrust Authority or any other Person, of any Governmental Order which would prohibit, make unlawful or delay the consummation of the transactions contemplated hereby.

(c) Each Party shall cooperate in good faith with Governmental Authorities and use reasonable best efforts to undertake promptly any and all action required to complete lawfully the transactions contemplated hereby as soon as practicable (but in any event prior to the Outside Date) and any and all action necessary or advisable to avoid, prevent, eliminate or remove the actual or threatened commencement of any Action in any forum by or on behalf of any Governmental Authority or the issuance of any Governmental Order that would delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Merger.

(d) To the extent not prohibited by Law, the Company shall promptly furnish to Acquiror, and Acquiror shall promptly furnish to the Company, copies of any notices or written communications received by such party or any of its Affiliates from any third party or any Governmental Authority with respect to the transactions contemplated hereby, and each such Party shall permit counsel to the other such Party an opportunity to review in advance, and each such Party shall consider in good faith the comments of such counsel in connection with, any proposed written communications by such Party or any of its Affiliates to any Governmental Authority concerning the transactions contemplated hereby; provided that none of the Parties shall extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Authority without the written consent of the other Parties. To the extent not prohibited by Law, the Company agrees to provide Acquiror and its counsel, and Acquiror agrees to provide the Company and its counsel, the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such Party or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby.

(e) Each of the Company, on the one hand, and Acquiror, on the other, shall be responsible for and pay 50% of the filing fees payable to the Antitrust Authorities in connection with the transactions contemplated hereby.

Section 9.2. Preparation of Proxy Statement/Registration Statement; Stockholders' Meeting and Approvals.

(a) Registration Statement and Prospectus.

(i) As promptly as practicable after the execution of this Agreement, (A) Acquiror and the Company shall jointly prepare and Acquiror shall file with the SEC, mutually acceptable materials which shall include the proxy statement to be filed with the SEC as part of the Proxy Statement/Registration Statement and sent to the Acquiror Stockholders relating to the Acquiror Stockholders' Meeting (such proxy statement, together with any amendments or supplements thereto, the "Proxy Statement"), and (B) Acquiror shall prepare (with the Company's reasonable cooperation (including causing its Subsidiaries and representatives to cooperate)) and file with the SEC the Registration Statement, in which the Proxy Statement will be included as a prospectus (the "Proxy Statement/Registration Statement"), in connection with the registration under the Securities Act of the Acquiror Common Shares that constitute the Aggregate Consideration or to be issued upon exercise of any Assumed Warrants (collectively, the "Registration Statement Securities"). Each of Acquiror and the Company shall use its reasonable best efforts to cause the Proxy Statement/Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Notwithstanding anything to the contrary in this Agreement, neither Acquiror nor its tax advisors are obligated to provide any opinion that the transactions contemplated by this Agreement qualify for the Intended Tax Treatment (other than a customary opinion regarding the material accuracy of any disclosure regarding U.S. federal income tax considerations of such transactions included in the Proxy Statement/Registration Statement as may be required to satisfy applicable rules and regulations promulgated by the SEC). Acquiror shall use its reasonable best efforts to obtain all necessary Governmental Authorizations under any state securities Laws or "Blue Sky" Laws required to carry out the transactions contemplated hereby, and the Company shall furnish all information concerning the Company, its Subsidiaries and any of their respective holders of Equity Securities as may be reasonably requested in connection with any such action. Each of Acquiror and the Company shall furnish to the other all information concerning itself and its Subsidiaries, officers, directors, managers and holders of Equity Securities and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Proxy Statement/Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement, or any other statement, filing, notice or application made by or on behalf of Acquiror, the Company or any of their respective Subsidiaries to any Governmental Authority or to Nasdaq in connection with the Merger and the other transactions contemplated hereby (the "Offer Documents").

(ii) To the extent not prohibited by Law: (A) Acquiror will advise the Company, reasonably promptly after Acquiror receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Acquiror Common Shares for offering or sale in any jurisdiction (and each of Acquiror and the Company shall use its reasonable best efforts to have any such stop order or suspension lifted, reversed or otherwise terminated), of the initiation or written threat of any Action for any such purpose, or of any request by the SEC for the amendment or supplement of the Proxy Statement/Registration Statement or for additional information; (B) the Company and its counsel shall be given a reasonable opportunity to review and comment on the Proxy Statement/Registration Statement and any Offer Document each time before any such document is filed with the SEC, and Acquiror shall give reasonable and good faith consideration to any comments made by the Company and its counsel; and (C) Acquiror shall provide the Company and its counsel with (1) promptly after receipt thereof, any comments or other communications, whether written or oral, that Acquiror or its counsel may receive from time to time from the SEC or its staff with respect to the Proxy Statement/Registration Statement or Offer Documents and (2) a reasonable opportunity to participate in the prompt response of Acquiror to those comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with the Company or its counsel in any discussions or meetings with the SEC.

(iii) Each of Acquiror and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in (A) the Proxy Statement/Registration Statement will, at the time the Proxy Statement/Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, 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, not misleading or (B) the Proxy Statement/Registration Statement will, at the date it is first mailed to the Acquiror Stockholders and at the time of the Acquiror Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(iv) If at any time prior to the Effective Time any information relating to the Company, Acquiror or any of their respective Subsidiaries, Affiliates, directors or officers is discovered by the Company or Acquiror, which is required to be set forth in an amendment or supplement to the Proxy Statement, the Registration Statement or the Proxy Statement/Registration Statement, so that none of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, with respect to the Proxy Statement, in light of the circumstances under which they were made, not misleading, the Party which discovers such information shall promptly notify the other Parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Acquiror Stockholders.

(b) Acquiror Stockholder Approval. Acquiror shall (i) as promptly as practicable after the Registration Statement is declared effective under the Securities Act, (x) cause the Proxy Statement/Registration Statement to be disseminated to the Acquiror Stockholders in compliance with applicable Law, (y) duly give notice of and convene and hold a meeting of the Acquiror Stockholders (the "Acquiror Stockholders' Meeting") in accordance with Acquiror's Governing Documents and Nasdaq Listing Rule 5620(b) for a date no later than 30 days following the date on which the Registration Statement is declared effective under the Securities Act and (z) solicit proxies from the holders of Acquiror Common Shares to vote in favor of each of the Transaction Proposals, and (ii) provide the Acquiror Stockholders with the opportunity to elect to effect an Acquiror Share Redemption. Acquiror shall, through its Board of Directors, recommend to the Acquiror Stockholders: (A) the approval of the Acquiror Restated Charter, including any separate or unbundled proposals as are required to implement the foregoing; (B) the adoption and approval of this Agreement and the transactions contemplated hereby in accordance with applicable Law, Acquiror's Governing Documents and Nasdaq rules; (C) the approval of the issuance of Acquiror Common Shares in connection with the Merger and the PIPE Investment in accordance with applicable Law, Acquiror's Governing Documents and Nasdaq rules; (D) the approval of the EIP; (E) the election of directors effective as of the Closing as contemplated by Section 8.6(a); (F) the adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Proxy Statement/Registration Statement or correspondence related thereto; (G) the adoption and approval of any other proposals as reasonably agreed by Acquiror and the Company to be necessary or appropriate in connection with the transactions contemplated hereby; and (H) the adjournment of the Acquiror Stockholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals described in the foregoing clauses (A) through (I), together, the "Transaction Proposals"), and include such recommendation in the Proxy Statement. The Acquiror Board shall not, and shall not publicly propose to, withhold, withdraw, amend, qualify or modify its recommendation to the Acquiror Stockholders that they vote in favor of the Transaction Proposals. Acquiror may adjourn the Acquiror Stockholders' Meeting (1) to solicit additional proxies for the purpose of obtaining the Acquiror Stockholder Approval if the Acquiror Stockholder Approval shall not have been obtained at the Acquiror Stockholders' Meeting, (2) if a quorum is absent, or (3) to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure that Acquiror has determined in good faith after consultation with outside legal counsel is required under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by Acquiror Stockholders prior to the Acquiror Stockholders' Meeting; provided that, without the prior written consent of the Company, the Acquiror Stockholders' Meeting will not be adjourned to a date that is (I) more than 15 Business Days after the date for which the Acquiror Stockholders' Meeting was originally scheduled (excluding any adjournments required by applicable Law) or (II) later than three (3) Business Days prior to the Outside Date.

(c) Company Stockholder Approval.

(i) After the Registration Statement becomes effective, the Company shall solicit, and as promptly as reasonably practicable (and in any event within ten (10) Business Days) thereafter use reasonable best efforts to obtain and deliver to Acquiror, a written consent from the Requisite Company Stockholders and any other Company Stockholders as the Company may determine in its reasonable discretion adopting this Agreement and approving the transactions contemplated by this Agreement or any Ancillary Agreement, including the Merger and the Company Share Conversion (the "Written Consent").

(ii) If the Company Stockholder Approval is obtained, then as promptly as reasonably practicable following the receipt of the Written Consent, the Company will prepare and deliver to its stockholders who have not executed the Written Consent any notice required by Sections 228(e) (if applicable) and 262 of the DGCL.

(iii) The Company shall, through the Company Board, recommend to the Company Stockholders the adoption of this Agreement and, as applicable, the approval of each Ancillary Agreement to which the Company is, or is contemplated to be, a party, and the transactions contemplated hereby and thereby (including the Company Share Conversion and the Merger), on the terms and subject to the conditions set forth herein and therein, and the Company Board shall not, and shall not publicly propose to, withhold, withdraw, amend, qualify or modify such recommendation.

(d) Merger Sub Stockholder Approval. As promptly as reasonably practicable (and in any event within 24 hours) of the execution and delivery of this Agreement by all of the Parties, Acquiror, as the sole stockholder of Merger Sub, will adopt this Agreement and approve the transactions contemplated hereby and by the Ancillary Agreements, and deliver to the Company a copy of the resolutions so adopted by Acquiror in such capacity.

Section 9.3. Support of Transaction. Without limiting any covenant contained in Article VII or Article VIII, Acquiror and the Company shall each, and each shall cause its Subsidiaries to, (a) use reasonable best efforts to obtain all material consents and approvals of third parties that any of Acquiror, or the Company or their respective Affiliates are required to obtain in order to consummate the Merger, and (b) take such other action as may be reasonably necessary or as another Party may reasonably request to satisfy the conditions of Article X or otherwise to comply with this Agreement and to consummate the transactions contemplated hereby as soon as practicable. Notwithstanding anything to the contrary contained herein, (i) no action taken by the Company under and in furtherance of this Section 9.3 will constitute a breach of Section 7.1, (ii) no action taken by Acquiror or Merger Sub under and in furtherance of this Section 9.3 will constitute a breach of Section 8.5 and (iii) in no event shall Acquiror, Merger Sub or the Company be obligated to bear any expense or pay any amount (except for any filing or registration fee with a Governmental Authority) or grant any concession in connection with obtaining any such consents or approvals.

Section 9.4. Taxes.

(a) Transfer Taxes. All transfer, documentary, sales, use, real property, stamp, registration and other similar Taxes, fees and costs (including any associated penalties and interest) ("Transfer Taxes") incurred in connection with this Agreement shall constitute Company Transaction Expenses.

(b) Pre-Closing Tax Returns. The Company shall have the authority and obligation to prepare (at its sole cost and expense), or cause to be prepared, all Tax Returns of the Company and its Subsidiaries that are due with respect to any taxable period ending on or before the Closing Date (each such Tax Return, a "Pre-Closing Tax Return"); provided that the Company shall submit all Pre-Closing Tax Returns relating to income Taxes that have not been filed as of the date hereof to Acquiror no later than 30 days prior to the due date of such Pre-Closing Tax Returns (or as soon as reasonably practicable, if such Pre-Closing Tax Returns are due within 30 days of the date hereof) for Acquiror's review and comment, and the Company shall consider in good faith any reasonable comments from Acquiror received no later than 10 days following the date on which the Company submitted such Pre-Closing Tax Return to Acquiror for review.

(c) Tax Sharing Agreements. All Tax sharing agreements or similar arrangements with respect to or involving the Company or any of its Subsidiaries (other than any agreement entered into in the ordinary course of business and not primarily concerning Taxes or any agreement the only parties to which are the Company and its Subsidiaries) shall be terminated prior to the Closing Date and, after the Closing Date, neither the Company nor any of its Subsidiaries shall be bound thereby or have any liability thereunder for amounts due in respect of periods ending on or before the Closing Date, and there shall be no continuing obligation after the Closing Date to make any payments under any such agreements or arrangements.

Section 9.5. Section 16 Matters. Prior to the Effective Time, Acquiror shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any acquisition or disposition of any Equity Security of Acquiror that occurs or is deemed to occur by reason of the transactions contemplated hereby by each individual who is or may become subject to the reporting requirements of Section 16(a) of the Exchange Act in connection with the transactions contemplated hereby to be exempt under Rule 16b-3 promulgated under the Exchange Act, including by taking steps in accordance with the No-Action Letter, dated January 12, 1999, issued by the SEC regarding such matters.

Section 9.6. Transaction Litigation. During the Interim Period, in the event that any Action related to this Agreement, any Ancillary Agreement or any of the transactions contemplated hereby or thereby, including demands for appraisal of any Dissenting Shares (collectively, "Transaction Litigation"), is, in the case of Acquiror, brought or, to the knowledge of Acquiror, threatened in writing, against any of Acquiror, Merger Sub or the Acquiror Board (or any member thereof) or, in the case of the Company, brought or, to the Company's knowledge, threatened in writing, against any of the Company, any of its Subsidiaries or the Company Board (or any member thereof), Acquiror and the Company shall, as applicable, promptly notify the other of such pending or threatened Action and shall keep the other reasonably informed with respect to the status thereof. Acquiror and the Company shall each provide the other the opportunity to participate in (subject to a customary joint defense agreement), but not control, the defense of any such Action, shall give due consideration to the other's advice with respect to any such Action and shall not settle or agree to settle any such Action or consent to the same without the prior written consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE X

CONDITIONS TO OBLIGATIONS

Section 10.1. Conditions to Obligations of Acquiror, Merger Sub, and the Company. The respective obligations of Acquiror, Merger Sub, and the Company to consummate, or cause to be consummated, the Merger are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Acquiror, Merger Sub and the Company), as of the Closing, of the following conditions:

(a) the Acquiror Stockholder Approval shall have been duly obtained in accordance with the DGCL, Acquiror's Governing Documents and Nasdaq rules;

(b) the Company Stockholder Approval shall have been duly obtained in accordance with the DGCL and the Company's Governing Documents;

(c) the Registration Statement shall have been declared effective under the Securities Act, no stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC which remains in effect and no proceeding seeking such a stop order shall have been initiated by the SEC which remains pending;

(d) the applicable waiting period(s) (and any extension(s) thereof) under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements shall have expired or been terminated, as applicable;

(e) there shall not be in effect any Governmental Order or other Law from any Governmental Authority of competent jurisdiction that enjoins, prohibits or makes illegal the consummation of the Merger or any other transaction contemplated in Article II, Article III or Article IV;

(f) Acquiror shall have, and shall not have redeemed Acquiror Class A Shares in an amount that would cause Acquiror not to have, at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) after giving effect to any payments required to be made in connection with Acquiror Share Redemptions and the PIPE Investment Amount; and

(g) the Acquiror Common Shares to be issued in connection with the transactions contemplated hereby shall have been approved for listing on Nasdaq (subject only to official notice of issuance thereof).

Section 10.2. Conditions to Obligations of Acquiror and Merger Sub. The respective obligations of Acquiror and Merger Sub to consummate, or cause to be consummated, the Merger are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Acquiror and Merger Sub), as of the Closing, of the following additional conditions:

(a) each of the representations and warranties of the Company contained in (i) Section 5.6 (*Capitalization of the Company*) shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects (except for *de minimis* inaccuracies) as of such earlier date), (ii) each of Section 5.1 (*Company Organization*), Section 5.3 (*Due Authorization*), clause (a) of Section 5.4 (*No Conflict*), Section 5.10 (*Absence of Changes*), and Section 5.17 (*Brokers' Fees*) shall be true and correct in all respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), (iii) Section 5.7 (*Capitalization of Subsidiaries*) shall be true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth herein) in all material respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date), and (iv) the remainder of Article V shall be true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth herein) in all respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties to be true and correct, taken as a whole, does not constitute a Company Material Adverse Effect; provided that the failure of any representation or warranty of the Company contained in Article V to be true and correct at and as of the Closing as a result of the taking or omission of any action required or expressly permitted to be taken or omitted, as applicable, under this Agreement or any Ancillary Agreement in compliance with the provisions hereof or thereof (as they may be amended, supplemented or otherwise modified prior to the Closing in accordance with the terms hereof or thereof) shall not be taken into account in determining whether the condition set forth in this Section 10.2(a)(iv) has been satisfied;

(b) the Company shall have performed or complied with in all material respects all agreements and covenants required under this Agreement to be performed or complied with by it at or prior to the Closing;

(c) there shall not have occurred any Company Material Adverse Effect after the date of this Agreement the material adverse effects of which are continuing; and

(d) the Company shall have delivered to Acquiror a certificate signed by an officer of the Company, dated as of the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 10.2(a), Section 10.2(b) and Section 10.2(c) have been satisfied.

Section 10.3. Conditions to Obligation of the Company. The obligation of the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Company), as of the Closing, of the following additional conditions:

(a) each of the representations and warranties of Acquiror and Merger Sub contained in (i) Section 6.13 (*Capitalization of Acquiror*) shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects (except for *de minimis* inaccuracies) as of such earlier date), (ii) each of Section 6.1 (*Company Organization*), Section 6.2 (*Due Authorization*), clause (a) of Section 6.3 (*No Conflict*), Section 6.10 (*Absence of Changes*), Section 6.11 (*Trust Account*), Section 6.14 (*PIPE Investment*) and Section 6.15 (*Brokers' Fees*) shall be true and correct in all respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), and (iii) the remainder of Article VI shall be true and correct (without giving effect to any limitation as to "materiality" or "material adverse effect" or any similar limitation set forth herein) in all respects as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties to be true and correct, taken as a whole, does not have, or would not reasonably be expected to have, an Acquiror Material Adverse Effect;

(b) Acquiror and Merger Sub shall have performed or complied with in all material respects all agreements and covenants required under this Agreement to be performed or complied with by them at or prior to the Closing;

(c) Acquiror shall have delivered to the Company a certificate signed by an officer of Acquiror and an officer of Merger Sub, dated as of the Closing Date, certifying that, to the knowledge and belief of such officers, the conditions specified in Section 10.3(a) and Section 10.3(b) have been satisfied;

(d) the Acquiror Closing Cash Amount shall not be less than the Minimum Acquiror Closing Cash Amount; and

(e) each of Acquiror, Sponsor and any other Acquiror Insider party thereto shall have duly executed and delivered a counterpart of the Registration Rights Agreement to the other parties thereto.

Section 10.4. Frustration of Conditions. No Party may rely on the failure of any condition set forth in this Article X to be satisfied if such failure was caused by such Party's failure to act or to take such actions (in each case, if such act or action is required by this Agreement) as may be necessary to cause the conditions of the other Party to be satisfied.

ARTICLE XI

TERMINATION/EFFECTIVENESS

Section 11.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of the Company and Acquiror;

(b) by either the Company or Acquiror:

(i) if any Governmental Authority of competent jurisdiction has enacted, issued, promulgated, enforced or entered any Governmental Order or other Law which has become final and non-appealable and remains in effect and has the effect of making the consummation of the Merger or any other transaction contemplated in Article II, Article III or Article IV illegal or otherwise permanently preventing or prohibiting the consummation of the Merger or such other transaction; provided that the right to terminate this Agreement pursuant to this Section 11.1(b)(i) shall not be available to a Party if such Party's breach of any of its obligations under this Agreement is the primary cause of the existence or occurrence of any fact or circumstance but for the existence or occurrence of which the consummation of the Merger or such other transaction would not be illegal or otherwise permanently prevented or prohibited;

(ii) if the Closing has not occurred before 5:00 p.m., Eastern Time, on December 7, 2022 (the "Outside Date"); provided that (A) if any Action for specific performance or other equitable relief by the Company with respect to this Agreement or any Ancillary Agreement or any of the transaction contemplated hereby or thereby is pending in a court specified in Section 12.14(a) as of the Outside Date, then the Outside Date shall be automatically extended until 5:00 p.m., Eastern Time, on the date that is the earlier of (x) 30 days after the date on which a final, non-appealable Governmental Order has been entered with respect to such Action and (y) the Business Combination Deadline Date, and such extended time shall be the "Outside Date" for all purposes under this Agreement, and (B) the right to terminate this Agreement pursuant to this Section 11.1(b)(ii) shall not be available to a Party if such Party's breach of any of its obligations under this Agreement is the primary cause of the failure of the Closing to have occurred before the Outside Date; or

(iii) if the Acquiror Stockholder Approval has not been obtained at the Acquiror Stockholders' Meeting duly convened therefor (subject to any adjournment or postponement thereof in accordance with Section 9.2(b)) and in which the Acquiror Stockholders shall have duly voted;

(c) by the Company: (i) if any of the representations or warranties of Acquiror or Merger Sub set forth in Article VI has failed to be true and correct, or if Acquiror or Merger Sub has failed to perform or comply with any of their respective covenants or agreements set forth in this Agreement, in each case, such that the conditions specified in Section 10.3(a) or Section 10.3(b), as applicable, would not be satisfied at the Closing and such failure (A) by its nature cannot be cured prior to the Outside Date through Acquiror's exercise of its reasonable best efforts or (B) has not been cured by the earlier of (x) the date that is 30 days after the date on which the Company has first notified Acquiror in writing of such failure (or such earlier time after Acquiror's receipt of such notice as Acquiror has ceased to use reasonable best efforts to cure such failure) and (y) the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 11.1(c) shall not be available to the Company at any time at which Acquiror would have the right to terminate this Agreement pursuant to Section 11.1(d)(i); or

(ii) if Acquiror shall have failed to, on or prior to July 7, 2022, enter into one or more additional Subscription Agreements or Non-Redemption Agreements as a result of which the sum of the PIPE Investment Amount, the aggregate number of Acquiror Class A Shares subject to Non-Redemption Agreements *multiplied* by $10.00 and the net proceeds from the SAFE Note to the Company, *minus* Company Transaction Expenses, Acquiror Transaction Expenses and any other amount with respect to which Acquiror has Liability for payment at the Closing, would be equal to at least the Minimum Acquiror Closing Cash Amount;

(d) by Acquiror:

(i) if any of the representations or warranties of the Company set forth in Article V has failed to be true and correct, or if the Company has failed to perform any of its covenants or agreements set forth in this Agreement, in each case, such that the conditions specified in Section 10.2(a) or Section 10.2(b), as applicable, would not be satisfied at the Closing and such failure (A) by its nature cannot be cured prior to the Outside Date through the Company's exercise of its reasonable best efforts or (B) has not been cured by the earlier of (x) the date that is 30 days after the date on which Acquiror has first notified the Company in writing of such failure and (y) the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 11.1(d)(i) shall not be available to Acquiror at any time at which the Company would have the right to terminate this Agreement pursuant to Section 11.1(c)(ii); or

(ii) if the Company Stockholder Approval has not been obtained within ten (10) Business Days after the Registration Statement has been declared effective by the SEC.

The Party desiring to terminate this Agreement pursuant to this Section 11.1 (other than pursuant to Section 11.1(a)) shall deliver a written notice of such termination to the other Parties specifying the provision hereof pursuant to which such termination is made and the factual basis therefor.

Section 11.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 11.1, this Agreement shall forthwith become void and have no further force or effect, without any Liability on the part of any Person, other than Liability of the Company, Acquiror or Merger Sub, as the case may be, for any Willful Breach of this Agreement occurring prior to such termination, except that the provisions of Section 1.2, this Article XI, Article XII and (to the extent related to the foregoing) Section 1.1 shall survive any termination of this Agreement and shall remain legal, valid, binding and enforceable obligations of the Parties in accordance with their respective terms.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Trust Account Waiver. The Company acknowledges that Acquiror is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated August 3, 2021 and filed with the SEC under File No. 333-253107 (the "Prospectus") available at www.sec.gov, substantially all of Acquiror's assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities occurring substantially simultaneously with such initial public offering, and substantially all of those proceeds have been deposited in a trust account for the benefit of Acquiror, certain of its public stockholders and the underwriters of Acquiror's initial public offering (the "Trust Account"). The Company acknowledges that it has been advised by Acquiror that cash in the Trust Account may be disbursed only in the circumstances and to the Persons described in the Prospectus and in accordance with the Trust Agreement. For and in consideration of Acquiror entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind (whether based on contract, tort, equity or otherwise) that it has or may have in the future in or to any monies or other assets in the Trust Account and agrees not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or in connection with, this Agreement or any other negotiations, Contracts or agreements or transactions with Acquiror. Notwithstanding the foregoing sentence, (a) nothing herein shall limit or prohibit the Company's right to pursue any claim against Acquiror for (i) legal relief against monies or other assets held outside the Trust Account or (ii) specific performance to consummate the Closing or other equitable relief (including any claim for Acquiror to specifically perform its obligations under this Agreement to cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Acquiror Share Redemptions) at the Closing to the Company in accordance with the terms of this Agreement and the Trust Agreement), so long as such claim would not affect Acquiror's ability to fulfill its obligation to effectuate the Acquiror Share Redemptions or otherwise violate the Trust Agreement and (b) nothing herein shall limit or prohibit any claim that the Company may have in the future against Acquiror's assets or funds that are not held in the Trust Account (including any such funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds).

Section 12.2. Notices. All notices and other communications under this Agreement between the Parties shall be in writing and shall be deemed to have been duly given, delivered and received (i) when delivered in person, (ii) when delivered after posting in the U.S. mail, having been sent registered or certified mail, return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when delivered by email (provided that, if receipt has not been confirmed (excluding any automated reply, such as an out-of-office notification) then a copy shall be dispatched in the manner described in the preceding clause (iii) no later than 24 hours after such delivery by email) (provided that any such notice or other communication delivered in the manner described in any of the preceding clauses (i), (ii) and (iii) shall also be delivered by email as promptly as practicable after being dispatched in the manner described in the preceding clause (i), (ii) or (iii), as applicable), addressed as follows:

(a) If to Acquiror or Merger Sub prior to the Closing, to:

AMCI Acquisition Corp. II
600 Steamboat Road
Greenwich, CT 06830
Attention: Nimesh Patel
Email: [***]

with copies (which shall not constitute notice) to:

White & Case LLP
609 Main Street, Suite 2900
Houston, TX 77002
Attention: Emery Choi
Email: [***]

and

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attention: Elliott Smith and Oliver Wright
Email: [***]
[***]

(b) If to the Company prior to the Closing, or to Acquiror or the Surviving Corporation after the Effective Time, to:

LanzaTech NZ, Inc.
8045 Lamon Avenue, Suite 400
Skokie, IL 60077
Attention: Mark Burton
Email: [***]

with copies (which shall not constitute notice) to:

Covington & Burling LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, CA 94105
Attention: Denny Kwon
Email: [***]

and

Covington & Burling LLP
3000 El Camino Real
5 Palo Alto Square, 10th Floor
Palo Alto, CA 94306
Attention: Scott A. Anthony
Email: [***]

or to such other address(es) or email address(es) as the Parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

Section 12.3. Assignment. No Party shall assign, delegate or otherwise transfer any of its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the Company and Acquiror, and any such assignment, delegation or transfer attempted in violation of this Section 12.3 shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 12.4. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedy under or by reason of this Agreement; provided, however, that the D&O Indemnified Parties are intended third-party beneficiaries of, and may enforce, Section 8.7, and the Related Persons of each Party are intended third-party beneficiaries of, and may enforce, Section 12.16.

Section 12.5. Expenses. Except as otherwise set forth in this Agreement, each Party shall be responsible for and shall pay all fees and expenses incurred by such Party in connection with this Agreement, any Ancillary Agreement or any of the transactions contemplated hereby or thereby, including all fees and disbursements of its legal counsel, financial advisers and accountants.

Section 12.6. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby (whether based on contract, tort, equity or otherwise), shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws (whether of the State of Delaware or of any other jurisdiction) to the extent such principles or rules would require or permit the application of Laws of a jurisdiction other than the State of Delaware.

Section 12.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (including any of the closing deliverables contemplated hereby) by facsimile, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 12.8. Disclosure Letters. Each of the Company Disclosure Letter and the Acquiror Disclosure Letter is a part of this Agreement as if fully set forth herein. Any disclosure set forth in a section or subsection of a Disclosure Letter shall be deemed to be (as applicable) an exception to, or a disclosure for purposes of, the representations, warranties, covenants or agreements, as the case may be, contained in, or other provisions of, the correspondingly numbered (and, if applicable, lettered) Section or subsection of this Agreement and each other representation, warranty, covenant, agreement or other provision of this Agreement to which the relevance of such disclosure is reasonably apparent on the face of such disclosure. Certain information set forth in the Disclosure Letters is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with any representation, warranty, covenant, agreement contained in, or other provision of, this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 12.9. Entire Agreement. This Agreement (together with the Disclosure Letters), the Ancillary Agreements (as and when executed by the applicable parties thereto) and the Confidentiality Agreement constitute the entire agreement among the Parties relating to the subject matter hereof and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated hereby exist between the Parties except as expressly set forth in this Agreement and the Ancillary Agreements.

Section 12.10. Amendments. This Agreement may be amended or modified, in whole or in part, only by an agreement in writing which makes reference to this Agreement and has been duly authorized, executed and delivered by (a) prior to the Closing, each of the Parties hereto and (b) after the Closing, Acquiror and the Sponsor. Any purported amendment or modification of this Agreement effected in a manner that does not comply with the preceding sentence shall be void and of no effect.

Section 12.11. Waivers. Any Party may, at any time prior to the Closing, (a) extend the time for the performance of the obligations or acts of any other Party to be performed hereunder, (b) waive any inaccuracies in the representations and warranties of any other Party that are contained in this Agreement or (c) waive compliance by any other Party with any of the agreements or conditions contained in this Agreement, but, in the case of each of the foregoing clauses (a) through (c), such extension or waiver shall be valid only if set forth in an instrument in writing duly authorized, executed and delivered by the Party granting such extension or waiver.

Section 12.12. Confidentiality; Publicity.

(a) Acquiror acknowledges and agrees that the information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the Confidentiality Agreement, the provisions of which are incorporated herein by reference. The Confidentiality Agreement shall survive the execution and delivery of this Agreement and shall apply to all information furnished thereunder or hereunder and any other activities contemplated thereby. The Company acknowledges that, in connection with the PIPE Investment, Acquiror shall be entitled to disclose, pursuant to the Exchange Act, any information contained in any presentation to the PIPE Investors.

(b) Prior to the earlier of the Closing Date and the termination of this Agreement, none of Acquiror, any Acquiror Insider, the Company and any of their respective Affiliates or any Representative of any of the foregoing shall make any public announcement or issue any public communication regarding this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter related to the foregoing, unless the Company (in the case of such a public announcement or public communication desired to be made by Acquiror, any Acquiror Insider or any of their respective Affiliates or any Representative of any of the foregoing) or Acquiror (in the case of such a public announcement or public communication desired to be made by the Company or any of its Affiliates or any Representative of any of the foregoing), as applicable (which consent shall not be unreasonably withheld, conditioned or delayed) has first been provided with an opportunity to review and comment on the contents of such proposed public announcement or public communication, except if such public announcement or public communication is required by any Governmental Order or other applicable Law or the rules of any national securities exchange, in which case Acquiror or the Company, as applicable, shall use commercially reasonable efforts to provide the other such Party with such an opportunity to review and comment; provided, however, that nothing in this Section 12.12 shall (i) modify the obligations of Acquiror set forth in Section 9.2, (ii) restrict the ability of any Party (or any of its Affiliates) from making announcements regarding the status and terms (including price terms) of this Agreement or the Ancillary Agreements and the transactions contemplated hereby or thereby to their respective directors, officers, employees and investors or otherwise in the ordinary course of their respective businesses, in each case, so long as such recipients are obligated to keep such information confidential or (iii) restrict any Party (or any of its Affiliates) from communicating with third parties to the extent necessary for the purpose of seeking any third-party consent or waiver, or providing any required notice to any third party.

Section 12.13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable Law, but, if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 12.14. Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the Parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of such Action shall be heard and determined only in any such court and (iv) agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by Law or to commence Actions or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 12.14.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.15. Enforcement. The Parties agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law, and each Party hereby waives any requirement for the securing or posting of any bond in connection therewith.

Section 12.16. Non-Recourse. Subject in all respects to the following sentence, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as Parties and then only to the extent of the specific obligations set forth herein with respect to any Party. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party in this Agreement), no Related Person or former, current or future Representative of any Party shall have any Liability for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Company, Acquiror or Merger Sub under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby (whether based on contract, tort, equity or otherwise). Notwithstanding the foregoing, nothing in this Section 12.16 shall limit, amend or waive any rights or obligations of any party to any Ancillary Agreement.

Section 12.17. Non-Survival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of any such representation, warranty, covenant, obligation, agreement or other provision, shall survive the Closing, and each of them shall terminate and expire upon the occurrence of the Effective Time (and there shall be no Liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XII.

Section 12.18. Conflicts and Privilege.

(a) Each of the Parties, on its own behalf and on behalf of its Related Persons (including, after the Closing, the Surviving Corporation), hereby agree that, in the event that a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the Sponsor, the stockholders or holders of other Equity Securities of Acquiror or the Sponsor or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "AMCI Group"), on the one hand, and (y) the Surviving Corporation or any member of the LanzaTech Group, on the other hand, any legal counsel, including White & Case LLP ("White & Case"), that represented Acquiror or the Sponsor prior to the Closing may represent the Sponsor and any other member of the AMCI Group in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation or the Sponsor. Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among Acquiror, the Sponsor or any other member of the AMCI Group, on the one hand, and White & Case, on the other hand, the attorney-client privilege and the expectation of client confidence shall survive the Merger and belong to the AMCI Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with Acquiror or the Sponsor under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation.

(b) Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the stockholders or holders of other Equity Securities of the Company or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the "LanzaTech Group"), on the one hand, and (y) the Surviving Corporation or any member of the AMCI Group, on the other hand, any legal counsel, including Covington & Burling LLP ("Covington") that represented the Company prior to the Closing may represent any member of the LanzaTech Group in such dispute even though the interests of such Persons may be directly adverse to the Surviving Corporation, and even though such counsel may have represented Acquiror or the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Corporation. Acquiror and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Corporation), further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby) between or among the Company or any member of the LanzaTech Group, on the one hand, and Covington, on the other hand, the attorney-client privilege and the expectation of client confidence shall survive the Merger and belong to the LanzaTech Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Corporation. Notwithstanding the foregoing, any privileged communications or information shared by Acquiror prior to the Closing with the Company under a common interest agreement shall remain the privileged communications or information of the Surviving Corporation.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

AMCI ACQUISITION CORP. II

By: /s/ Nimesh Patel
Name: Nimesh Patel
Title: Chief Executive Officer

AMCI MERGER SUB, INC.

By: /s/ Nimesh Patel
Name: Nimesh Patel
Title: Chief Executive Officer

LANZATECH NZ, INC.

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

EXHIBIT A

FORM OF COMPANY SUPPORT AGREEMENT

[Filed as Exhibit 10.3 to the Current Report on Form 8-K]

EXHIBIT B

FORM OF SPONSOR SUPPORT AGREEMENT

[Filed as Exhibit 10.4 to the Current Report on Form 8-K]

EXHIBIT C

FORM OF REGISTRATION RIGHTS AGREEMENT

[Filed as Exhibit 10.2 to the Current Report on Form 8-K]

EXHIBIT D

FORM OF LOCK-UP AGREEMENT

[Filed as Exhibit 10.5 to the Current Report on Form 8-K]

EXHIBIT E

FORM OF ACQUIROR RESTATED CHARTER

[*Attached.*]

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMCI ACQUISITION CORP. II

[●], 2022

AMCI Acquisition Corp. II, a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Corporation is "AMCI Acquisition Corp. II." The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on January 28, 2021 (the "***Original Certificate***"). The Corporation filed an amended and restated certificate of incorporation with the Secretary of State of the State of Delaware on August 3, 2021 (the "***Existing Certificate***").

2. This Second Amended and Restated Certificate of Incorporation (the "***Amended and Restated Certificate***"), which both restates and amends the provisions of the Existing Certificate, was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, as amended from time to time (the "***DGCL***").

3. This Second Amended and Restated Certificate shall become effective on the date of filing with the Secretary of State of Delaware.

4. Certain capitalized terms used in this Amended and Restated Certificate are defined where appropriate herein.

5. The text of the Existing Certificate is hereby restated and amended in its entirety to read as follows:

ARTICLE I
NAME

The name of the corporation is LanzaTech Global, Inc. (the "***Corporation***").

ARTICLE II
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE III
REGISTERED AGENT

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, State of Delaware, 19808, and the name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE IV
CAPITALIZATION

Section 4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of $0.0001 per share, which the Corporation is authorized to issue is [●] shares, consisting of (a) [300,000,000] shares of common stock (the "***Common Stock***") and (b) [20,000,000] shares of preferred stock (the "***Preferred Stock***").

Section 4.2 Preferred Stock. The Board of Directors of the Corporation (the "***Board***") is hereby expressly authorized to provide, out of the unissued shares of the Preferred Stock, for one or more series of Preferred Stock and to establish from time to time the number of shares to be included in each such series and to fix the voting rights, if any, designations, powers, preferences and relative, participating, optional, special and other rights, if any, of each such series and any qualifications, limitations and restrictions thereof, as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such series and included in a certificate of designation (a "***Preferred Stock Designation***") filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority to the full extent provided by law, now or hereafter, to adopt any such resolution or resolutions.

Section 4.3 Common Stock.

(a) *Voting*.

(i) Except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation), the holders of the Common Stock shall exclusively possess all voting power with respect to the Corporation.

(ii) Except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation), the holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Common Stock are entitled to vote.

(iii) Except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation), at any annual or special meeting of the stockholders of the Corporation, holders of the Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Amended and Restated Certificate (including any Preferred Stock Designation), holders of shares of Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled exclusively, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate (including any Preferred Stock Designation) or the DGCL.

(b) *Dividends.* Subject to applicable law and the rights, if any, of the holders of any outstanding series of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) *Liquidation, Dissolution or Winding Up of the Corporation.* Subject to applicable law and the rights, if any, of the holders of any outstanding series of the Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Section 4.4 Rights and Options. The Corporation has the authority to create and issue rights, warrants and options entitling the holders thereof to acquire from the Corporation any shares of its capital stock of any class or classes, with such rights, warrants and options to be evidenced by or in instrument(s) approved by the Board. The Board is empowered to set the exercise price, duration, times for exercise and other terms and conditions of such rights, warrants or options; provided, however, that the consideration to be received for any shares of capital stock issuable upon exercise thereof may not be less than the par value thereof.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by statute, this Amended and Restated Certificate or the Bylaws of the Corporation (“***Bylaws***”), the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Amended and Restated Certificate and any Bylaws adopted by the stockholders of the Corporation; provided, however, that no Bylaws hereafter adopted by the stockholders of the Corporation shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

Section 5.2 Number, Election and Term.

(a) The number of directors of the Corporation, other than those who may be elected by the holders of one or more series of the Preferred Stock voting separately by class or series, shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by a majority of the Board.

(b) Subject to Section 5.5 hereof, the Board shall be divided into three classes, as nearly equal in number as possible and designated Class I, Class II and Class III. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III. The term of the initial Class I Directors shall expire at the first annual meeting of the stockholders of the Corporation following the effectiveness of this Amended and Restated Certificate or the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. The term of the initial Class II Directors shall expire at the second annual meeting of the stockholders of the Corporation following the effectiveness of this Amended and Restated Certificate or the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. The term of the initial Class III Directors shall expire at the third annual meeting of the stockholders of the Corporation following the effectiveness of this Amended and Restated Certificate or the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. At each succeeding annual meeting of the stockholders of the Corporation, beginning with the first annual meeting of the stockholders of the Corporation following the effectiveness of this Amended and Restated Certificate, each of the successors elected to replace the class of directors whose term expires at that annual meeting shall be elected for a three-year term or until the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. Subject to Section 5.5 hereof, if the number of directors that constitutes the Board is changed, any increase or decrease shall be apportioned by the Board among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors constituting the Board shorten the term of any incumbent director. Subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. The Board is hereby expressly authorized, by resolution or resolutions thereof, to assign members of the Board already in office to the aforesaid classes at the time this Amended and Restated Certificate (and therefore such classification) becomes effective in accordance with the DGCL.

(c) Subject to Section 5.5 hereof, a director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor has been elected and qualified, subject, however, to such director’s earlier death, resignation, retirement, disqualification or removal.

(d) Unless and except to the extent that the Bylaws shall so require, the election of directors need not be by written ballot. The holders of shares of Common Stock shall not have cumulative voting rights with regard to election of directors.

Section 5.3 Newly Created Directorships and Vacancies. Subject to Section 5.5 hereof, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause may be filled solely and exclusively by a majority vote of the remaining directors then in office, even if less than a quorum or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred and until his or her successor has been elected and qualified, subject, however, to such director’s earlier death, resignation, retirement, disqualification or removal.

Section 5.4 Removal. Subject to Section 5.5 hereof, any or all of the directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Section 5.5 Preferred Stock - Directors. Notwithstanding any other provision of this *Article V,* and except as otherwise required by law, whenever the holders of one or more series of the Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of the Preferred Stock as set forth in this Amended and Restated Certificate (including any Preferred Stock Designation) and such directors shall not be included in any of the classes created pursuant to this *Article V* unless expressly provided by such terms.

Section 5.6 Quorum. A quorum for the transaction of business by the directors shall be set forth in the Bylaws.

ARTICLE VI
BYLAWS

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power and is expressly authorized to adopt, amend, alter or repeal the Bylaws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders; provided, however, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Amended and Restated Certificate (including any Preferred Stock Designation), and except as otherwise set forth in the Bylaws, the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the Bylaws; and provided further, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS; ADVANCE NOTICE; NO ACTION BY WRITTEN CONSENT

Section 7.1 Special Meetings. Subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, Chief Executive Officer of the Corporation, or the Board pursuant to a resolution adopted by a majority of the Board, and the ability of the stockholders to call a special meeting is hereby specifically denied. Except as provided in the foregoing sentence, special meetings of stockholders may not be called by another person or persons.

Section 7.2 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

Section 7.3 No Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation must be effected by a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders.

ARTICLE VIII
LIMITED LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Director Liability. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended unless a director violated his or her duty of loyalty to the Corporation or its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized unlawful payments of dividends, unlawful stock purchases or unlawful redemptions, or derived improper personal benefit from his or her actions as a director. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Section 8.2 Indemnification and Advancement of Expenses.

(a) To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***proceeding***") by reason of the fact that he or she is or was a director or officer of the Corporation or any predecessor of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an "***indemnitee***"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under law, this Amended and Restated Certificate, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Amended and Restated Certificate inconsistent with this Section 8.2, shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than indemnitees.

ARTICLE IX
AMENDMENT OF AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force that may be added or inserted, in the manner now or hereafter prescribed by this Amended and Restated Certificate and the DGCL; and, except as set forth in *Article VIII*, all rights, preferences and privileges of whatever nature herein conferred upon stockholders, directors or any other persons by and pursuant to this Amended and Restated Certificate in its present form or as hereafter amended are granted subject to the right reserved in this *Article IX*. Notwithstanding any other provisions of this Amended and Restated Certificate or any provision of applicable law which might otherwise permit a lesser vote, but in addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law or by this Amended and Restated Certificate (including any Preferred Stock Designation), the affirmative vote of (i) two-thirds (2/3) of the directors then in office and (ii) the holders of at least sixty-six and two-thirds percent (66 2/3%) of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, change or repeal *Article V*, *Article VII*, *Article IX* and *Article X* of this Amended and Restated Certificate.

ARTICLE X
EXCLUSIVE FORUM FOR CERTAIN LAWSUITS; CONSENT TO JURISDICTION

Section 10.1 Forum. Subject to the last sentence of this Section 10.1, and unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware (the "***Court of Chancery***") shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its current or former directors, officers or employees arising pursuant to any provision of the DGCL or this Amended and Restated Certificate or the Bylaws, or (iv) any action asserting a claim against the Corporation, its current or former directors, officers or employees governed by the internal affairs doctrine (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware). Notwithstanding the foregoing, (i) the provisions of this Section 10.1 will not apply to suits brought to enforce a duty or liability created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction and (ii) unless the Corporation consents in writing to the selection of an alternative forum, the federal courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder.

Section 10.2 Consent to Jurisdiction. If any action the subject matter of which is within the scope of Section 10.1 immediately above is filed in a court other than a court located within the State of Delaware (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 10.1 immediately above (an "***FSC Enforcement Action***") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Section 10.3 Severability. If any provision or provisions of this *Article X* shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this *Article X* (including, without limitation, each portion of any sentence of this *Article X* containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Section 10.4 Deemed Notice. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this *Article X*.

[Signature Page Follows]

IN WITNESS WHEREOF, AMCI Acquisition Corp. II has caused this Second Amended and Restated Certificate to be duly executed and acknowledged in its name and on its behalf by an authorized officer as of the date first set forth above.

AMCI ACQUISITION CORP. II

By: _____
Name: Nimesh Patel
Title: Chief Executive Officer

[Signature Page to Second Amended and Restated Certificate of Incorporation]

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into on March 8, 2022, by and between AMCI Acquisition Corp. II, a Delaware corporation (the "Company"), and the undersigned subscriber ("Subscriber").

WHEREAS, concurrently with the execution of this Subscription Agreement, the Company is entering into a definitive agreement with LanzaTech NZ, Inc., a Delaware corporation ("LanzaTech"), and the other parties thereto, providing for a business combination between the Company and LanzaTech (the "Merger Agreement" and the transactions contemplated by the Merger Agreement, the "Transaction");

WHEREAS, in connection with the Transaction, Subscriber desires to subscribe for and purchase from the Company, immediately prior to the consummation of the Transaction, that number of shares of the Company's Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), set forth on the signature page hereto (the "Subscribed Shares"), for a purchase price of $10.00 per share (the "Per Share Price" and the aggregate of such Per Share Price for all Subscribed Shares being referred to herein as the "Purchase Price"), and the Company desires to issue and sell to Subscriber the Subscribed Shares in consideration of the payment of the Purchase Price by or on behalf of Subscriber to the Company; and

WHEREAS, on or about the date of this Subscription Agreement, the Company is entering into subscription agreements (the "Other Subscription Agreements" and together with the Subscription Agreement, the "Subscription Agreements") with certain other investors (the "Other Subscribers" and together with Subscriber, the "Subscribers"), pursuant to which such Subscribers have agreed to purchase on the closing date of the Transaction, inclusive of the Subscribed Shares, an aggregate amount of 12,500,000 shares of Class A Common Stock, at the Per Share Price for an aggregate purchase price, inclusive of the Purchase Price, of $125,000,000.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

Section 1. Subscription. Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby subscribes for and agrees to purchase from the Company, and the Company hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, the Subscribed Shares (such subscription and issuance, the "Subscription").

Section 2. Closing.

(a) The consummation of the Subscription contemplated hereby (the "Closing") shall occur on the closing date of the Transaction (the "Closing Date"), immediately prior to and conditioned upon the effectiveness of the consummation of the Transaction.

(b) At least five (5) Business Days before the anticipated Closing Date, the Company shall deliver written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Purchase Price to the Company. No later than two (2) Business Days prior to the anticipated Closing Date as set forth in the Closing Notice, Subscriber shall deliver the Purchase Price for the Subscribed Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Company in the Closing Notice, such funds to be held by the Company in escrow until the Closing. Upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 2, the Company shall deliver to Subscriber (i) at the Closing, the Subscribed Shares in book entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement, the organizational documents of the Company or applicable securities laws), in the name of Subscriber (or its nominee or custodian in accordance with its delivery instructions) (and the Purchase Price shall be released from escrow automatically and without further action by the Company or the Subscriber), and (ii) as promptly as practicable after the Closing, evidence from the Company's transfer agent of the issuance to Subscriber of the Subscribed Shares on and as of the Closing Date. Notwithstanding the foregoing two sentences, if Subscriber informs the Company (1) that it is an investment company registered under the Investment Company Act of 1940, as amended, (2) that it is advised by an investment adviser subject to regulation under the Investment Advisers Act of 1940, as amended, or (3) that its internal compliance policies and procedures so require it, then, in lieu of the settlement procedures in the foregoing two sentences, the following shall apply: (i) no later than two (2) Business Days prior to the Closing Date as set forth in the Closing Notice, Subscriber shall provide the Company such information that the Company reasonably requests in order for the Company to issue the Subscribed Shares, including, without limitation, the name of the person in whose name the Subscribed Shares are to be issued (or a nominee as indicated by Subscriber) and a duly executed Internal Revenue Service Form W-9 or Form W-8, as applicable, (ii) upon confirmation of Subscriber's available funds necessary to initiate the wiring of the Purchase Price for the Subscribed Shares, but prior to Subscriber's release of its payment of the Purchase Price for the Subscribed Shares, on the Closing Date the Company shall issue and deliver to Subscriber the Subscribed Shares, free and clear of any liens or other restrictions whatsoever (other than those arising under applicable securities laws), in book entry form in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable and a copy of the records of the Company's transfer agent showing Subscriber (or its nominee in accordance with its delivery instructions) as the registered holder of the Subscribed Shares on and as of the Closing Date, and (iii) at 8:00 a.m. New York City time on the Closing Date (or as soon as practicable following receipt of evidence from the Company's transfer agent of the issuance to Subscriber of the Subscribed Shares on and as of the Closing Date), Subscriber shall deliver the Purchase Price by wire transfer of U.S. dollars in immediately available funds to the account(s) specified by the Company in the Closing Notice (which shall not be escrow accounts). In the event that the consummation of the Transaction does not occur within five (5) Business Days after the anticipated Closing Date specified in the Closing Notice, unless otherwise agreed to in writing by the Company and the Subscriber, the Company shall promptly (but in no event later than two (2) Business Days after the anticipated Closing Date specified in the Closing Notice) return the Purchase Price so delivered by Subscriber to the Company by wire transfer in immediately available funds to the account specified by Subscriber, and any book entries shall be deemed cancelled. Notwithstanding such return or cancellation (x) a failure to close on the anticipated Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 2 to be satisfied or waived on or prior to the Closing Date, and (y) unless and until this Subscription Agreement is terminated in accordance with Section 6 herein, Subscriber shall remain obligated (A) to redeliver funds to the Company following the Company's delivery to Subscriber of a new Closing Notice in accordance with this Section 2 and (B) to consummate the Closing upon satisfaction of the conditions set forth in this Section 2. For the purposes of this Subscription Agreement, "Business Day" means any day other than a Saturday or Sunday, or any other day on which banks located in New York, New York are required or authorized by law to be closed for business.

(c) The Closing shall be subject to the satisfaction, or valid waiver in writing by each of the parties hereto, of the conditions that, on the Closing Date:

(i) all conditions precedent to the closing of the Transaction set forth in Article 10 of the Merger Agreement shall have been satisfied (as determined by the parties to the Merger Agreement) or waived in writing by the person(s) with the authority to make such waiver (other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction pursuant to the Merger Agreement), and the closing of the Transaction shall be scheduled to occur substantially concurrently with the Closing;

(ii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the consummation of the transactions contemplated hereby illegal or otherwise restraining or prohibiting consummation of the transactions contemplated hereby and no governmental authority shall have instituted or threatened in writing a proceeding seeking to impose any such restraint or prohibition; and

(iii) the shares of Class A Common Stock shall be approved for listing on The Nasdaq Stock Market (the "Stock Exchange") subject only to official notice of issuance and no suspension or removal from listing of the shares of Class A Common Stock on the Stock Exchange shall have occurred and be continuing.

(d) The obligation of the Company to consummate the Closing shall be subject to the satisfaction or valid waiver in writing by the Company of the additional conditions that, on the Closing Date:

(i) all representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined below), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except to the extent that any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects) as of such earlier date), and consummation of the Closing shall constitute a reaffirmation by Subscriber of each of the representations, warranties and agreements of Subscriber contained in this Subscription Agreement as of the Closing Date, but without giving effect to consummation of the Transaction, or as of such earlier date, as applicable, except, in each case, where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Subscriber Material Adverse Effect; and

(ii) Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing.

(e) The obligation of Subscriber to consummate the Closing shall be subject to the satisfaction or valid waiver in writing by Subscriber of the additional conditions that, on the Closing Date:

(i) all representations and warranties of the Company contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Company Material Adverse Effect (as defined below), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except to the extent that any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Company Material Adverse Effect, which representations and warranties shall be true and correct in all respects) as of such earlier date), and consummation of the Closing shall constitute a reaffirmation by the Company of each of the representations, warranties and agreements of the Company contained in this Subscription Agreement as of the Closing Date, but without giving effect to consummation of the Transaction, or as of such earlier date, as applicable, except, in each case, where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Company Material Adverse Effect;

(ii) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; and

(iii) the terms of the Merger Agreement (as the same exists on the date of this Subscription Agreement) shall not have been amended, modified or waived in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber would reasonably expect to receive under this Subscription Agreement, including, without limitation, any amendment, modification or waiver of the condition in Section 10.3(d) of the Merger Agreement.

(f) Prior to or at the Closing, Subscriber shall deliver all such other information as is reasonably requested in order for the Company to issue the Subscribed Shares to Subscriber, including, without limitation, the legal name of the person in whose name the Subscribed Shares are to be issued (or the Subscriber's nominee in accordance with its delivery instructions) and a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8, as applicable.

Section 3. Company Representations and Warranties. The Company represents and warrants to Subscriber that:

(a) The Company (i) is validly existing and in good standing under the laws of the State of Delaware, (ii) has the requisite power and authority to own, lease and operate its properties, to carry on its business as it is now being conducted and to enter into and perform its obligations under this Subscription Agreement, and (iii) is duly licensed or qualified to conduct its business and, if applicable, is in good standing under the laws of each jurisdiction (other than its jurisdiction of incorporation) in which the conduct of its business or the ownership of its properties or assets requires such license or qualification, except, with respect to the foregoing clause (iii), where the failure to be in good standing would not reasonably be expected to have a Company Material Adverse Effect. For purposes of this Subscription Agreement, a "Company Material Adverse Effect" means an event, change, development, occurrence, condition or effect with respect to the Company that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, or on the legal authority and ability of the Company to comply with the terms of this Subscription Agreement, including the issuance and sale of the Subscribed Shares, or the Transaction.

(b) The Subscribed Shares have been duly authorized and, when issued and delivered to Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, will be validly issued, fully paid and non-assessable, free and clear of all liens or other restrictions (other than those arising under this Subscription Agreement, the organizational documents of the Company or applicable securities laws), and will not have been issued in violation of, or subject to, any preemptive or similar rights created under the Company's governing and organizational documents or the laws of the State of Delaware.

(c) This Subscription Agreement has been duly authorized, validly executed and delivered by the Company, and assuming the due authorization, execution and delivery of the same by Subscriber, this Subscription Agreement shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(d) Assuming the accuracy of the representations and warranties of Subscriber set forth in Section 4 of this Subscription Agreement, the execution and delivery of this Subscription Agreement, the issuance and sale of the Subscribed Shares hereunder, the compliance by the Company with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, (ii) the organizational documents of the Company, or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that, in the case of clauses (i) and (iii), would reasonably be expected to have a Company Material Adverse Effect.

(e) Assuming the accuracy of the representations and warranties of Subscriber set forth in Section 4 of this Subscription Agreement, 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, self-regulatory organization (including the Stock Exchange) or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the issuance of the Subscribed Shares), other than (i) filings required by applicable state securities laws, (ii) the filing of the Registration Statement (as defined below) pursuant to Section 5 below, (iii) filings required by the United States Securities and Exchange Commission (the "Commission"), (iv) filings required by the Stock Exchange, including with respect to obtaining stockholder approval, if applicable, (v) filings required to consummate the Transaction as provided under the Merger Agreement, (vi) the filing of notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable, and (vii) those filings, the failure of which to obtain would not have a Company Material Adverse Effect.

(f) Except for such matters as have not had and would not reasonably be expected to have a Company Material Adverse Effect, there is no (i) suit, action, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of the Company, threatened in writing against the Company or (ii) judgment, decree, injunction, ruling or order of any governmental authority or arbitrator outstanding against the Company.

(g) Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4 of this Subscription Agreement, no registration under the Securities Act of 1933, as amended (the "Securities Act") or any state securities (or Blue Sky) laws is required for the offer and sale of the Subscribed Shares by the Company to Subscriber.

(h) Neither the Company nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Subscribed Shares. The Subscribed Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws. Neither the Company nor any person acting on the Company's behalf has, directly or indirectly, at any time within the past six (6) months, made any offer or sale of any security or solicitation of any offer to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Subscribed Shares as contemplated hereby or (ii) cause the offering of the Subscribed Shares pursuant to this Subscription Agreement to be integrated with prior offerings by the Company for purposes of the Securities Act or any applicable stockholder approval provisions. Neither the Company nor any person acting on the Company's behalf has offered or sold or will offer or sell any securities, or has taken or will take any other action, which would reasonably be expected to subject the offer, issuance or sale of the Subscribed Shares, as contemplated hereby, to the registration provisions of the Securities Act.

(i) 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, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3) of the Securities Act is applicable.

(j) The Company is in compliance with all applicable laws and has not received any written communication from a governmental entity that alleges that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The Company is in all material respects in compliance with applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder.

(k) The Class A Common Stock is eligible for clearing through The Depository Trust Company (the "DTC"), through its Deposit/Withdrawal At Custodian (DWAC) system, and the Company is eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Class A Common Stock. The Company's transfer agent is a participant in DTC's Fast Automated Securities Transfer Program. The Class A Common Stock is not, and has not been at any time, subject to any DTC "chill," "freeze" or similar restriction with respect to any DTC services, including the clearing of shares of Class A Common Stock through DTC.

(l) Except for Goldman Sachs & Co. LLC ("Goldman Sachs"), Barclays Capital Inc. ("Barclays") and Evercore Group L.L.C. ("Evercore" and together with Goldman Sachs and Barclays, the "Placement Agents" and each a "Placement Agent"), no broker or finder is entitled to any brokerage or finder's fee or commission solely in connection with the sale of the Subscribed Shares to Subscriber. The Company is solely responsible for the payment of any fees, costs, expenses and commissions of the Placement Agents.

(m) As of their respective dates, each form, report, statement, schedule, prospectus, proxy, registration statement and other document required to be filed by the Company with the Commission prior to the date hereof (collectively, as amended and/or restated since the time of their filing, the "SEC Documents") complied in all material respects with the requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission promulgated thereunder as in effect at the time of such filing, and none of the SEC Documents, as of their respective filing dates (or if amended, restated, or superseded prior to the closing of the Transaction, on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing (or if the SEC Documents are amended, restated, or superseded by a filing prior to the closing of the Transaction, on the date of such filing) and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments, and such consolidated financial statements have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP") (except as may be disclosed therein or in the notes thereto, and except that the unaudited financial statements may not contain all footnotes required by GAAP). A copy of each SEC Document is available to each Subscriber via the Commission's EDGAR system. The Company has timely filed each report, statement, schedule, prospectus, and registration statement that the Company was required to file with the Commission since its initial registration of the Class A Common Stock with the Commission and through the date hereof. There are no material outstanding or unresolved comments in comment letters from the staff of the Division of Corporation Finance of the Commission with respect to any of the SEC Documents as of the date hereof.

(n) As of the date hereof, the authorized capital stock of the Company consists of 301,000,000 shares of stock, consisting of (i) 280,000,000 shares of Class A Common Stock, (ii) 20,000,000 shares of Class B common stock, par value $0.0001 per share (the "Class B Common Stock"), and (iii) 1,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock"). As of the date hereof and immediately prior to the Closing and prior to giving effect to the Transaction: (i) 15,000,000 shares of Class A Common Stock, 3,750,000 shares of Class B Common Stock and no shares of Preferred Stock were issued and outstanding; (ii) 7,500,000 warrants, each exercisable to purchase one share of Class A Common Stock at $11.50 per share, and 3,500,000 private placement warrants, each exercisable to purchase one share of Class A Common Stock at $11.50 per share (together, the "Warrants"), were issued and outstanding; and (iii) no Class A Common Stock was subject to issuance upon exercise of outstanding options. No Warrants are exercisable on or prior to the Closing. All (A) issued and outstanding shares of Class A Common Stock have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to preemptive rights or similar and (B) outstanding Warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive or similar rights. As of the date hereof, except as set forth above and pursuant to (1) the Other Subscription Agreements, or (2) the Merger Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Company any Class A Common Stock or other equity interests in the Company (collectively, "Equity Interests") or securities convertible into or exchangeable or exercisable for Equity Interests. Except as set forth in the Merger Agreement, as of the date hereof, the Company has no subsidiaries and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no stockholder agreements, voting trusts or other agreements or understandings to which the Company is a party or by which it is bound relating to the voting of any Equity Interests, other than as contemplated by the Merger Agreement or as described in the SEC Documents. Except as described in the SEC Documents, there are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Subscribed Shares or (ii) the shares to be issued pursuant to any Other Subscription Agreement.

(o) The issued and outstanding shares of Class A Common Stock are registered pursuant to Section 12(b) of the Exchange Act, and are listed for trading on the Stock Exchange under the symbol "AMCI." There is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by the Stock Exchange or the Commission with respect to any intention by such entity to deregister the shares of Class A Common Stock or prohibit or terminate the listing of the shares of Class A Common Stock on the Stock Exchange. The Company has taken no action that is designed to terminate the registration of the shares of Class A Common Stock under the Exchange Act.

(p) Upon consummation of the Transaction, the issued and outstanding shares of Class A Common Stock will continue to be registered pursuant to Section 12(b) of the Exchange Act and will be listed for trading on the Stock Exchange.

(q) The Company is not, and immediately after receipt of payment for the Subscribed Shares and consummation of the Transaction, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(r) Other than the Other Subscription Agreements and the Merger Agreement (or any other agreement expressly contemplated by the Merger Agreement) or as disclosed in the SEC Documents, as of the date hereof, the Company has not entered into any subscription agreement, side letter or other agreement with any Other Subscriber or any other investor in connection with such Other Subscriber's or investor's direct or indirect investment in the Company. The Other Subscription Agreements have not been amended in any material respect following the date of this Subscription Agreement and reflect the same Per Share Price and other terms with respect to the purchase of the Subscribed Shares that are no more favorable to such Subscriber thereunder than the terms of this Subscription Agreement. The Company may enter into one or more subscription agreements in connection with the Transaction with one or more other investors and reflect the same Per Share Price, provided that if any such subscription agreement contains terms more favorable to the relevant other investor than the terms provided to the Subscriber under this Subscription Agreement (other than the Per Share Price), the Company will provide written notice to the Subscriber of such terms at least five (5) Business Days before the anticipated Closing Date and this Subscription Agreement will be deemed automatically amended as of the date of such notice to include the more favorable terms provided to such other investor.

(s) Neither the Company nor anyone acting on its behalf has, directly or indirectly, offered the Subscribed Shares or any similar securities for sale to, or solicited any offer to buy the Subscribed Shares or any similar securities from, or otherwise approached or negotiated in respect thereof with, any person other than the Subscriber and a limited number of other accredited investors, each of which has been offered the Subscribed Shares at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Subscribed Shares to the registration requirements of section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

Section 4. Subscriber Representations and Warranties. Subscriber represents and warrants to the Company that:

(a) Subscriber (i) is validly existing and in good standing under the laws of its jurisdiction of formation or incorporation and (ii) has the requisite power and authority to enter into and perform its obligations under this Subscription Agreement.

(b) This Subscription Agreement has been duly authorized, validly executed and delivered by Subscriber, and assuming the due authorization, execution and delivery of the same by the Company, this Subscription Agreement shall constitute the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(c) The execution, delivery and performance of this Subscription Agreement, the purchase of the Subscribed Shares hereunder, the compliance by Subscriber with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound or to which any of the property or assets of Subscriber is subject; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its properties that in the case of clauses (i) and (iii), would reasonably be expected to have a Subscriber Material Adverse Effect. For purposes of this Subscription Agreement, a "Subscriber Material Adverse Effect" means an event, change, development, occurrence, condition or effect with respect to Subscriber that would reasonably be expected to have a material adverse effect on Subscriber's ability to consummate the transactions contemplated hereby, including the purchase of the Subscribed Shares.

(d) Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act), in each case, satisfying the applicable requirements set forth on Annex A hereto, (ii) is acquiring the Subscribed Shares only for its own account and not for the account of others, or if Subscriber is subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and has provided the Company with the requested information on Annex A following the signature page hereto).

(e) Subscriber acknowledges and agrees that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been registered under the Securities Act or the securities laws of any State or other jurisdiction and that the Company is not required to register the Subscribed Shares except as set forth in Section 5 of this Subscription Agreement. Subscriber acknowledges and agrees that the Subscribed Shares may not be offered, resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Company or a subsidiary thereof, (ii) pursuant to an applicable exemption from the registration requirements of the Securities Act (including without limitation a private resale pursuant to so called "Section 4(a)1½"), or (iii) an ordinary course pledge such as a broker lien over account property generally, and, in each of clauses (i)-(iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or account entries representing the Subscribed Shares shall contain a restrictive legend to such effect. Subscriber acknowledges and agrees that the Subscribed Shares will be subject to these securities law transfer restrictions, and as a result of these transfer restrictions, Subscriber may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Subscribed Shares and may be required to bear the financial risk of an investment in the Subscribed Shares for an indefinite period of time. Subscriber acknowledges and agrees that the Subscribed Shares will not be immediately eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act ("Rule 144"), until at least one year following the filing of certain required information with the Commission after the Closing Date. Subscriber acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Subscribed Shares.

(f) Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares directly from the Company. Subscriber further acknowledges that there have not been, and Subscriber hereby agrees that it is not relying on, any representations, warranties, covenants or agreements made to Subscriber by the Company, LanzaTech, the Placement Agents, any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives, any other party to the Transaction or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements of the Company set forth in this Subscription Agreement. Subscriber agrees that none of (i) any Other Subscriber pursuant to Other Subscription Agreements entered into in connection with the offering of Class A Common Stock (including the controlling persons, members, officers, directors, partners, agents, or employees of any such other purchaser), (ii) the Placement Agents, their respective affiliates or any of their or their respective affiliates' control persons, officers, directors or employees, or (iii) any other party to the Merger Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to the Subscriber pursuant to this Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Class A Common Stock. On behalf of itself and its affiliates, the Subscriber releases the Placement Agents in respect of any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements related to this Subscription Agreement or the transactions contemplated hereby.

(g) In making its decision to purchase the Subscribed Shares, Subscriber has relied solely upon independent investigation made by Subscriber and the Company's representations in Section 3 of this Subscription Agreement. Subscriber acknowledges and agrees that Subscriber has received such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the Company, LanzaTech (and its subsidiaries (collectively, the "Acquired Companies")) and the Transaction, and made its own assessment and is satisfied concerning the relevant financial, tax and other economic considerations relevant to Subscriber's investment in the Subscribed Shares. Without limiting the generality of the foregoing, Subscriber acknowledges that it has reviewed the Company's filings with the Commission. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares. Subscriber acknowledges that certain information provided by the Company or by or on behalf of LanzaTech was based on projections prepared by LanzaTech, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. Subscriber further acknowledges that the information provided to Subscriber was preliminary and subject to change, including in the registration statement and the proxy statement/prospectus that the Company intends to file with the Commission in connection with the Transaction (which will include substantial additional information about the Company, the Acquired Companies and the Transaction and will update and supersede the information previously provided to Subscriber). Subscriber acknowledges and agrees that none of the Acquired Companies or the Placement Agents or any of their respective affiliates or any of such person's or its affiliate's control persons, officers, directors, employees or other representatives, legal counsel, financial advisors, accountants or agents (collectively, "Representatives") has provided Subscriber with any information, recommendations or advice with respect to the Subscribed Shares nor is such information, recommendations or advice necessary or desired. None of the Acquired Companies, the Placement Agents or any of their respective affiliates or Representatives has made or makes any representation as to the Company or the Acquired Companies or the quality or value of the Subscribed Shares. In connection with the issuance of the Subscribed Shares to Subscriber, none of the Placement Agents or any of their respective affiliates has acted as a financial advisor or fiduciary to Subscriber.

(h) Subscriber became aware of this offering of the Subscribed Shares solely by means of direct contact between Subscriber and the Company or by means of contact from the Placement Agents or LanzaTech, and the Subscribed Shares were offered to Subscriber solely by direct contact between Subscriber and the Company or its affiliates. Subscriber did not become aware of this offering of the Subscribed Shares, nor were the Subscribed Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Company represents and warrants that the Subscribed Shares (i) were not offered by any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(i) Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares, including those set forth in the SEC Documents. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Shares, and Subscriber has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as Subscriber has considered necessary to make an informed investment decision. Subscriber (i) is an institutional account as defined in FINRA Rule 4512(c), (ii) is a sophisticated investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and (iii) has exercised independent judgment in evaluating its participation in the purchase of the Subscribed Shares. Subscriber understands and acknowledges that the purchase and sale of the Subscribed Shares hereunder meets (i) the exemptions from filing under FINRA Rule 5123(b)(1)(A) and (ii) the institutional customer exemption under FINRA Rule 2111(b).

(j) Subscriber has adequately analyzed and fully considered the risks of an investment in the Subscribed Shares and determined that the Subscribed Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Company. Subscriber acknowledges specifically that a possibility of total loss exists.

(k) Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of this investment.

(l) Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. If Subscriber is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), such Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. To the extent required, Subscriber maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. To the extent required, Subscriber maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Subscribed Shares were legally derived.

(m) No foreign person (as defined in 31 C.F.R. Part 800.224) in which the national or subnational governments of a single foreign state have a substantial interest (as defined in 31 C.F.R. Part 800.244) will acquire a substantial interest in the Company as a result of the purchase and sale of Subscribed Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and no foreign person will have control (as defined in 31 C.F.R. Part 800.208) over the Company from and after the Closing as a result of the purchase and sale of Subscribed Shares hereunder.

(n) If Subscriber is an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code, or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan") subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code, Subscriber represents and warrants that (i) it has not relied on the Company or any of its affiliates (the "Transaction Parties") for investment advice or as the Plan's fiduciary with respect to its decision to acquire and hold the Subscribed Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares and (ii) the acquisition and holding of the Subscribed Shares will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.

(o) Subscriber at the Closing will have sufficient funds to pay the Purchase Price pursuant to Section 2 of this Subscription Agreement.

(p) Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Company, LanzaTech, the Placement Agents or any of their respective affiliates or any of its or their respective control persons, officers, directors, employees, agents or representatives), other than the representations and warranties of the Company contained in Section 3 of this Subscription Agreement, in making its investment or decision to invest in the Company.

(q) No broker or finder has acted on behalf of the Subscriber in connection with the sale of the Subscribed Shares pursuant to this Subscription Agreement in such a way as to create any liability on the Company.

(r) Subscriber hereby agrees that neither it, nor any person or entity acting on its behalf or pursuant to any understanding with the Subscriber, shall, directly or indirectly, engage in any hedging activities or execute any Short Sales with respect to the securities of the Company from the date hereof until the Closing or the earlier termination of this Subscription Agreement in accordance with its terms (other than pledges in the ordinary course of business as part of prime brokerage arrangements). "Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act. Notwithstanding the foregoing, nothing in this Section 4(r) (i) shall restrict Subscriber's ability to maintain bona fide hedging positions in respect of the Warrants of the Company held by the Subscriber as of the date hereof; (ii) shall prohibit any entities under common management or that share an investment advisor with Subscriber that have no knowledge of this Subscription Agreement or of Subscriber's participation in the Subscription (including Subscriber's controlled affiliates and/or affiliates) from entering into any short sales or engaging in other hedging transactions; and (iii) in the case of a Subscriber that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Subscriber's assets, this Section 4(r) shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares covered by this Subscription Agreement (the "Investing Portfolio Manager") and the portfolio managers who have direct knowledge of the investment decisions made by the Investing Portfolio Manager. The Company acknowledges and agrees that, notwithstanding anything herein to the contrary, the Subscribed Shares may be pledged by Subscriber in connection with a bona fide margin agreement, provided that such pledge shall be (1) pursuant to an available exemption from the registration requirements of the Securities Act or (2) pursuant to, and in accordance with, a registration statement that is effective under the Securities Act at the time of such pledge, and Subscriber effecting a pledge of the Subscribed Shares shall not be required to provide the Company with any notice thereof; provided, however, that neither the Company nor its counsel shall be required to take any action (or refrain from taking any action) in connection with any such pledge, other than providing any such lender of such margin agreement with an acknowledgment that the Subscribed Shares are not subject to any contractual lock up or prohibition on pledging, the form of such acknowledgment to be subject to review and comment by the Company in all respects.

(s) Except as expressly disclosed in a Schedule 13D or Schedule 13G (or amendments thereto) filed by Subscriber with the Commission with respect to the beneficial ownership of the Company's outstanding securities prior to the date hereof, Subscriber is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of equity securities of the Company (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

(t) Subscriber acknowledges and agrees that no Placement Agent shall have any liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by the Subscriber, the Company or any other person or entity), whether in contract, tort or otherwise, to the Subscriber, or to any person claiming through the Subscriber, in respect of this Subscription Agreement or the Transaction.

(u) Subscriber acknowledges that (i) the Company, LanzaTech and the Placement Agents, and any of their respective affiliates, control persons, officers, directors, employees, agents or representatives currently may have, and later may come into possession of, information regarding the Company and LanzaTech that is not known to Subscriber and that may be material to a decision to purchase the Subscribed Shares, (ii) Subscriber has determined to purchase the Subscribed Shares notwithstanding its lack of knowledge of such information, and (iii) none of the Company, LanzaTech, or the Placement Agents or any of their respective affiliates, control persons, officers, directors, employees, agents or representatives shall have liability to Subscriber, and Subscriber hereby to the extent permitted by law waives and releases any claims it may have against the Company, LanzaTech, the Placement Agents and their respective affiliates, control persons, officers, directors, employees, agents or representatives, with respect to the nondisclosure of such information.

(v) The Subscriber acknowledges and is aware that Barclays is acting as financial advisor to LanzaTech in connection with the Transaction and that Barclays may receive fees both for its placement agent services and financial advisory services.

(w) The Subscriber acknowledges and is aware that Evercore acted as underwriter to the Company in connection with the Company's initial public offering and is acting as financial advisor to the Company in connection with the Transaction and that Evercore may receive fees both for its placement agent services and financial advisory services.

(x) Neither the due diligence investigation conducted by Subscriber in connection with making its decision to acquire the Subscribed Shares nor any representation and warranty made by the Subscriber hereunder shall modify, amend or affect the Subscriber's right to rely on the truth, accuracy and completeness of the Company's representations and warranties hereunder.

Section 5. Registration of Subscribed Shares.

(a) The Company agrees that, within thirty (30) calendar days following the Closing Date, the Company will file with the Commission (at the Company's sole cost and expense) a registration statement registering the resale of the Subscribed Shares (the "Registration Statement"), and the Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but in any event no later than sixty (60) calendar days after the Closing Date (the "Effectiveness Deadline"); provided, that the Effectiveness Deadline shall be extended to one hundred twenty (120) calendar days after the Closing Date if the Registration Statement is reviewed by, and comments thereto are provided from, the Commission; provided, further that the Company shall have the Registration Statement declared effective within ten (10) Business Days after the date the Company is notified (orally or in writing, whichever is earlier) by the staff of the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review; provided, further, that (i) 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 and (ii) if the Commission is closed for operations due to a government shutdown, the Effectiveness Deadline shall be extended by the same number of Business Days that the Commission remains closed for. The Company shall provide a draft of the Registration Statement to the Subscriber for review at least two (2) Business Days in advance of the date of filing the Registration Statement with the Commission (the "Filing Date"), and Subscriber shall provide any comments on the Registration Statement to the Company no later than the day immediately preceding the Filing Date. Unless otherwise agreed to in writing by the Subscriber prior to the filing of the Registration Statement, the Subscriber shall not be identified as a statutory underwriter in the Registration Statement; provided, that if the Commission requests that Subscriber be identified as a statutory underwriter in the Registration Statement, Subscriber will have the opportunity to withdraw from the Registration Statement upon its prompt written request to the Company. Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Subscribed Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Subscribed Shares which is equal to the maximum number of Subscribed Shares as is permitted by the Commission. In such event, the number of Subscribed Shares or other shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional shares under Rule 415 under the Securities Act, the Company shall amend the Registration Statement or file one or more new Registration Statement(s) (such amendment or new Registration Statement shall also be deemed to be a "Registration Statement" hereunder) to register such additional Subscribed Shares and cause such amendment or Registration Statement(s) to become effective as promptly as practicable after the filing thereof, but in any event no later than thirty (30) calendar days after the filing of such Registration Statement (the "Additional Effectiveness Deadline"); provided, that the Additional Effectiveness Deadline shall be extended to one hundred twenty (120) calendar days after the filing of such Registration Statement if such Registration Statement is reviewed by, and comments thereto are provided from, the Commission; provided, further that the Company shall have such Registration Statement declared effective within ten (10) Business Days after the date the Company is notified (orally or in writing, whichever is earlier) by the staff of the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review; provided, further that (i) if such day falls on a Saturday, Sunday or other day that the Commission is closed for business, the Additional Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business and (ii) if the Commission is closed for operations due to a government shutdown, the Effectiveness Deadline shall be extended by the same number of Business Days that the Commission remains closed for. Any failure by the Company to file a Registration Statement by the Effectiveness Deadline or Additional Effectiveness Deadline shall not otherwise relieve the Company of its obligations to file or effect a Registration Statement as set forth in this Section 5.

(b) The Company agrees that, except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, the Company will use its commercially reasonable efforts to cause such Registration Statement to remain effective with respect to Subscriber, including to prepare and file any post-effective amendment to such Registration Statement or a supplement to the related prospectus such that the prospectus will not include any untrue statement or a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, until the earlier of (i) three (3) years from the effective date of the Registration Statement, (ii) the date on which all of the Subscribed Shares shall have been sold or (iii) on the first date on which the Subscriber can sell all of its Subscribed Shares (or shares received in exchange therefor) under Rule 144 of the Securities Act without limitation as to the manner of sale or the amount of such securities that may be sold and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable) and the Company shall use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable. For so long as the Registration Statement shall remain effective, the Company will use commercially reasonable efforts to file all reports, and provide all customary and reasonable cooperation, necessary to enable Subscriber to resell Subscribed Shares pursuant to the Registration Statement, qualify the Subscribed Shares for listing on the applicable stock exchange on which the Company's Class A Common Stock is then listed and update or amend the Registration Statement as necessary to include Subscribed Shares. The Company will use its commercially reasonable efforts to, for so long as the Subscriber holds Subscribed Shares, make and keep public information available (as those terms are understood and defined in Rule 144) and file with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act so long as the Company remains subject to such requirements to enable the Subscriber to resell the Subscribed Shares pursuant to Rule 144. The Subscriber agrees to disclose its beneficial ownership, as determined in accordance with Rule 13d-3 of the Exchange Act, of Subscribed Shares to the Company (or its successor) upon reasonable request to assist the Company in making the determination described above.

(c) The Company's obligations to include the Subscribed Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Company a completed selling stockholder questionnaire in customary form that contains such information regarding Subscriber, the securities of the Company held by Subscriber and the intended method of disposition of the Subscribed Shares as shall be reasonably requested by the Company to effect the registration of the Subscribed Shares, and Subscriber shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Company shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement (i) during any customary blackout or similar period or as permitted hereunder and (ii) as may be necessary in connection with the preparation and filing of a post-effective amendment to the Registration Statement following the filing of the Company's Annual Report on Form 10-K for its first completed fiscal year following the effective date of the Registration Statement; provided, that the Company shall request such information from Subscriber, including the selling stockholder questionnaire, at least five (5) Business Days prior to the anticipated filing date of the Registration Statement; and provided, further, under no circumstances shall Subscriber be required to sign any type of lock-up agreement with respect to the Subscribed Shares. In the case of the registration effected by the Company pursuant to this Subscription Agreement, the Company shall, upon reasonable request, inform Subscriber as to the status of such registration. Subscriber shall not be entitled to use the Registration Statement for an underwritten offering of Subscribed Shares. Notwithstanding anything to the contrary contained herein, the Company may delay or postpone filing of such Registration Statement, and from time to time require Subscriber not to sell under the Registration Statement or suspend the use or effectiveness of any such Registration Statement if it determines in good faith that in order for the registration statement to not contain a material misstatement or omission, an amendment thereto would be needed, or if such filing or use would reasonably be expected to materially and adversely affect a bona fide business or financing transaction of the Company or would reasonably be expected to require premature disclosure of information that would materially adversely affect the Company (each such circumstance, a "Suspension Event"); provided, that, (w) the Company shall not so delay filing or so suspend the use of the Registration Statement for a period of more than sixty (60) consecutive days or more than two (2) times in any three hundred sixty (360) day period, and (x) the Company shall use commercially reasonable efforts to make such registration statement available for the sale by the Subscriber of such securities as soon as practicable thereafter.

(d) Upon receipt of any written notice from the Company (which notice shall not contain any material non-public information regarding the Company and which notice shall not be subject to any duty of confidentiality) of the happening of (i) an issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose, which notice shall be given no later than three (3) Business Days from the date of such event, (ii) any Suspension Event during the period that the Registration Statement is effective, which notice shall be given no later than three (3) Business Days from the date of such Suspension Event, or (iii) or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, the Subscriber agrees that (1) it will immediately discontinue offers and sales of the Subscribed Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Subscriber receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (2) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by law, subpoena or regulatory request or requirement. If so directed by the Company, the Subscriber will deliver to the Company or, in the Subscriber's sole discretion destroy, all copies of the prospectus covering the Subscribed Shares in the Subscriber's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Subscribed Shares shall not apply (w) to the extent the Subscriber is required to retain a copy of such prospectus (A) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (B) in accordance with a bona fide pre-existing document retention policy or (x) to copies stored electronically on archival servers as a result of automatic data back-up.

(e) Subscriber may deliver written notice (an "Opt-Out Notice") to the Company requesting that Subscriber not receive notices from the Company otherwise required by this Section 5; provided, however, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Company shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Company in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 5(e)) and the related suspension period remains in effect, the Company will so notify Subscriber, within one (1) business day of Subscriber's notification to the Company, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event promptly following its availability

(f) For purposes of this Section 5 of this Subscription Agreement, (i) "Subscribed Shares" shall mean, as of any date of determination, the Subscribed Shares (as defined in the recitals to this Subscription Agreement) and any other equity security issued or issuable with respect to the Subscribed Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, or replacement, and (ii) "Subscriber" shall include any affiliate of the Subscriber to which the rights under this Section 5 shall have been duly assigned.

(g) The Company shall indemnify and hold harmless Subscriber (to the extent Subscriber is a seller under the Registration Statement), the officers, directors, members, managers, partners, agents, investment advisors and employees of Subscriber, each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, managers, partners, agents 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 attorneys' fees) and expenses (collectively, "Losses") that arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement 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, except to the extent that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Company by or on behalf of Subscriber expressly for use therein or Subscriber has omitted a material fact from such information. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Subscribed Shares by Subscriber. Notwithstanding the forgoing, the Company's indemnification obligations shall not apply to amounts paid in settlement of any Losses or action if such settlement is effected without the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed).

(h) Subscriber shall, severally and not jointly with any Other Subscriber in the offering contemplated by this Subscription Agreement or selling stockholder named in the Registration Statement, 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 arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in the Registration Statement, 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 to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Company by or on behalf of Subscriber expressly for use therein. In no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares giving rise to such indemnification obligation. Notwithstanding the forgoing, Subscriber indemnification obligations shall not apply to amounts paid in settlement of any Losses or action if such settlement is effected without the prior written consent of Subscriber (which consent shall not be unreasonably withheld or delayed).

(i) Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement), which settlement shall not include a statement or admission of fault and culpability on the part of such indemnified party, and which settlement shall include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(j) The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

(k) If the indemnification provided under this Section 5 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; provided, however, that the liability of the Subscriber shall be limited to the net proceeds received by such Subscriber from the sale of Subscribed Shares giving rise to such indemnification obligation. The relative fault of the 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 to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), or on behalf of such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Section 5, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 5(k) from any person or entity who was not guilty of such fraudulent misrepresentation.

(l) In addition, in connection with any sale, assignment, transfer or other disposition of the Subscribed Shares by the Subscriber pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the Subscribed Shares held by the Subscriber become freely tradable and upon compliance by the Subscriber with the requirements of this Subscription Agreement, if requested by the Subscriber, the Company shall use commercially reasonable efforts to cause the transfer agent for the Subscribed Shares (the "Transfer Agent") to remove any restrictive legends related to the book entry account holding such Subscribed Shares and make a new, unlegended entry for such book entry Subscribed Shares sold or disposed of without restrictive legends within three (3) trading days of any such request therefor from the Subscriber, provided that the Company and the Transfer Agent have timely received from the Subscriber customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith. Subject to receipt from the Subscriber by the Company and the Transfer Agent of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith, including, if required by the Transfer Agent, an opinion of the Company's counsel, in a form reasonably acceptable to the Transfer Agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, the Subscriber may request that the Company remove any legend from the book entry position evidencing its Subscribed Shares following the earliest of such time as such Subscribed Shares (i) (x) are subject to or (y) have been or are about to be sold or transferred pursuant to an effective registration statement, (ii) have been or are about to be sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 and without volume or manner-of-sale restrictions applicable to the sale or transfer of such Subscribed Shares. If restrictive legends are no longer required for such Subscribed Shares pursuant to the foregoing, the Company shall, in accordance with the provisions of this Section 5(l) and within two (2) trading days of any request therefor from the Subscriber accompanied by such customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry Subscribed Shares. The Company shall be responsible for the fees of its Transfer Agent and all DTC fees associated with such issuance.

Section 6. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such date and time as the Merger Agreement is validly terminated in accordance with its terms, (b) upon the mutual written agreement of the parties hereto to terminate this Subscription Agreement, (c) if any of the conditions to Closing set forth in Section 2 of this Subscription Agreement are not satisfied on or prior to the Closing Date, and (d) December 7, 2022, if the Closing has not occurred by such date; provided, that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall notify Subscriber of the termination of the Merger Agreement promptly after the termination thereof. Upon the termination hereof in accordance with this Section 6, any monies paid by Subscriber to the Company in connection herewith shall promptly (and in any event within one (1) Business Day) be returned in full to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, without any deduction for or on account of any tax withholding, charges or set-off, whether or not the Transaction shall have been consummated.

Section 7. Trust Account Waiver. Subscriber hereby acknowledges that, as described in the Company's prospectus relating to its initial public offering (the "IPO") dated August 3, 2021 available at www.sec.gov, the Company has established a trust account (the "Trust Account") containing the proceeds of IPO and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the Company, its public stockholders and certain other parties (including the underwriters of the IPO). For and in consideration of the Company entering into this Subscription Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subscriber, on behalf of itself and its affiliates, hereby (a) agrees that it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any assets held in the Trust Account, and shall not make any claim against the Trust Account, arising out or as a result of, in connection with or relating in any way to this Subscription Agreement, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"), (b) irrevocably waives any Released Claims that it may have against the Trust Account now or in the future as a result of, or arising out of, this Subscription Agreement, and (c) agrees that it will not seek recourse against the Trust Account as a result of, in connection with or relating in any way to this Subscription Agreement. Subscriber acknowledges and agrees that such irrevocable waiver is a material inducement to the Company to enter into this Subscription Agreement, and further intends and understands such waiver to be valid, binding, and enforceable against Subscriber in accordance with applicable law. To the extent Subscriber commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the Company or its Representatives, which proceeding seeks, in whole or in part, monetary relief against the Company or its Representatives, Subscriber hereby acknowledges and agrees that such claim shall not permit Subscriber (or any person claiming on Subscriber's behalf or in lieu of Subscriber) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. Nothing in this Section 7 shall be deemed to limit (i) Subscriber's right to pursue a claim against the Company for legal relief against assets held outside the Trust Account or for specific performance or other equitable relief, (ii) any claims that Subscriber may have in the future against the Company's assets that are not held in the Trust Account or (iii) Subscriber's right to distributions from the Trust Account in accordance with the Company's certificate of incorporation in respect of any redemptions by Subscriber in respect of Class A Common Stock acquired by any means other than pursuant to this Subscription Agreement. Notwithstanding anything in this Subscription Agreement to the contrary, the provisions of this Section 7 shall survive termination of this Subscription Agreement.

Section 8. Miscellaneous.

(a) All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by electronic mail, with no mail undeliverable or other rejection notice, on the date of transmission to such recipient, if sent on a Business Day prior to 5:00 p.m. New York City time, or on the Business Day following the date of transmission, if sent on a day that is not a Business Day or after 5:00 p.m. New York City time on a Business Day, (iii) one (1) Business Day after being sent to the recipient via overnight mail by reputable overnight courier service (charges prepaid), or (iv) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and, in each case, addressed to the intended recipient at its address specified on the signature page hereof or to such electronic mail address or address as subsequently modified by written notice given in accordance with this Section 8(a). A courtesy electronic copy of any notice sent by methods (i), (iii), or (iv) above shall also be sent to the recipient via electronic mail if an electronic mail address is provided in the applicable signature page hereof or to an electronic mail address as subsequently modified by written notice given in accordance with this Section 8(a).

(b) Subscriber acknowledges that (i) the Company will rely on the acknowledgments, understandings, agreements, representations and warranties of Subscriber contained in this Subscription Agreement and (ii) the Placement Agents and, following the Closing, LanzaTech, will rely on the representations and warranties of the Subscriber contained in this Subscription Agreement; provided, however, that the foregoing clause of this Section 8(b) shall not give the Company or the Placement Agents any rights other than those expressly set forth herein. Prior to the Closing, Subscriber agrees to promptly notify the Company and the Placement Agents if it becomes aware that any of the acknowledgments, understandings, agreements, representations and warranties of Subscriber set forth herein are no longer accurate in all material respects. The Company acknowledges that Subscriber and the Placement Agents will rely on the acknowledgments, understandings, agreements, representations and warranties of the Company contained in this Subscription Agreement. Prior to the Closing, the Company agrees to promptly notify Subscriber and the Placement Agents if it becomes aware that any of the acknowledgments, understandings, agreements, representations and warranties of the Company set forth herein are no longer accurate in all material respects.

(c) Each of the Company, the Placement Agents and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(d) Each party hereto shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

(e) Neither this Subscription Agreement nor any rights that may accrue to Subscriber hereunder (other than the Subscribed Shares acquired hereunder and the rights set forth in Section 5 of this Subscription Agreement) may be transferred or assigned by Subscriber. Neither this Subscription Agreement nor any rights that may accrue to the Company hereunder may be transferred or assigned by the Company. Notwithstanding the foregoing, Subscriber may assign its rights and obligations under this Subscription Agreement to one or more of its affiliates (including other investment funds or accounts managed or advised by the investment manager who acts on behalf of Subscriber) or, with the Company's prior written consent, to another person; provided, that in the case of any such assignment, the assignee(s) shall become a Subscriber hereunder and have the rights and obligations and be deemed to make the representations and warranties of Subscriber provided for herein to the extent of such assignment and provided further that no such assignment shall relieve the assigning Subscriber of its obligations hereunder if any such assignee fails to perform such obligations, unless the Company has given its prior written consent to such relief.

(f) All the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing.

(g) The Company may request from Subscriber such additional information as the Company may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Subscribed Shares and to register the Subscribed Shares for resale, and Subscriber shall promptly provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; *provided*, that the Company agrees to keep any such information provided by Subscriber confidential, except (A) as required by the federal securities laws, rules or regulations and (B) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under the regulations of the Stock Exchange. Subscriber acknowledges that the Company may file a form of this Subscription Agreement with the Commission as an exhibit to a current or periodic report of the Company or a registration statement of the Company.

(h) This Subscription Agreement may not be amended, modified or waived except by an instrument in writing, signed by each of the parties hereto.

(i) This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(j) Except as otherwise provided herein, this Subscription Agreement is intended for the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person. Except as set forth in Section 5, Section 8(b), Section 8(c) and this Section 8(j) with respect to the persons specifically referenced therein, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns, and the parties hereto acknowledge that such persons so referenced are third party beneficiaries of this Subscription Agreement for the purposes of, and to the extent of, the rights granted to them, if any, pursuant to the applicable provisions.

(k) Each of the Company and Subscriber further acknowledge and agree that the Placement Agents are third-party beneficiaries of the acknowledgements, covenants, representations and warranties of the Company and of the Subscriber contained in this Subscription Agreement.

(l) The parties hereto acknowledge and agree that (i) this Subscription Agreement is being entered into in order to induce the Company to execute and deliver the Merger Agreement and (ii) irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached and that money or other legal remedies would not be an adequate remedy for such damage. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of an injunction or injunctions to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise. The parties hereto acknowledge and agree that the Company shall be entitled to specifically enforce Subscriber's obligations to fund the Subscription and the provisions of the Subscription Agreement, in each case, on the terms and subject to the conditions set forth herein. The parties hereto further acknowledge and agree: (x) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy; (y) not to assert that a remedy of specific enforcement pursuant to this Section 8(l) is unenforceable, invalid, contrary to applicable law or inequitable for any reason; and (z) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

(m) If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(n) No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(o) This Subscription Agreement may be executed and delivered in one or more counterparts (including by electronic mail, in .pdf or other electronic submission) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(p) This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of laws that would otherwise require the application of the law of any other state.

(q) EACH PARTY AND ANY PERSON ASSERTING RIGHTS AS A THIRD PARTY BENEFICIARY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS SUBSCRIPTION AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT.

(r) The parties agree that all disputes, legal actions, suits and proceedings arising out of or relating to this Subscription Agreement must be brought exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware or, in the event each federal court within the State of Delaware declines to accept jurisdiction over a particular matter, any state court within the State of Delaware) (collectively the "Designated Courts"). Each party hereby consents and submits to the exclusive jurisdiction of the Designated Courts. No legal action, suit or proceeding with respect to this Subscription Agreement may be brought in any other forum. Each party hereby irrevocably waives all claims of immunity from jurisdiction, and any objection which such party may now or hereafter have to the laying of venue of any suit, action or proceeding in any Designated Court, including any right to object on the basis that any dispute, action, suit or proceeding brought in the Designated Courts has been brought in an improper or inconvenient forum or venue. Each of the parties also agrees that delivery of any process, summons, notice or document to a party hereof in compliance with Section 8(a) of this Subscription Agreement shall be effective service of process for any action, suit or proceeding in a Designated Court with respect to any matters to which the parties have submitted to jurisdiction as set forth above.

(s) This Subscription Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Subscription Agreement, or the negotiation, execution or performance of this Subscription Agreement, may only be brought against the entities that are expressly named as parties hereto.

(t) The Company shall, by 9:00 a.m., New York City time, on the first (1st) Business Day immediately following the date of this Subscription Agreement, file with the Commission a Current Report on Form 8-K (the "Disclosure Document") disclosing all material terms of this Subscription Agreement and the Other Subscription Agreements and the transactions contemplated hereby and thereby, the Transaction and any other material, nonpublic information that the Company has provided to Subscriber or any of Subscriber's affiliates, attorneys, agents or representatives at any time prior to the filing of the Disclosure Document and including as exhibits to the Disclosure Document, the form of this Subscription Agreement and the Other Subscription Agreement (in each case, without redaction). Upon the issuance of the Disclosure Document, to the Company's knowledge, Subscriber and Subscriber's affiliates, attorneys, agents and representatives shall not be in possession of any material, non-public information received from the Company or any of its affiliates, officers, directors, or employees or agents, and Subscriber shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral with the Company, the Placement Agents or any of their respective affiliates. Notwithstanding anything in this Subscription Agreement to the contrary, the Company (i) shall not publicly disclose the name of Subscriber or any of its affiliates or advisers, or include the name of Subscriber or any of its affiliates or advisers in any press release, without the prior written consent of Subscriber and (ii) shall not publicly disclose the name of the Subscriber or any of its affiliates or advisers, or include the name of the Subscriber or any of its affiliates or advisers in any filing with the Commission or any regulatory agency or trading market, without the prior written consent of Subscriber, except (A) as required by the federal securities laws, rules or regulations and (B) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under the regulations of the Stock Exchange, in which case of clause (A) or (B), the Company shall provide the Subscriber with prior written notice (including by e-mail) of such permitted disclosure, and shall reasonably consult with the Subscriber regarding such disclosure. Subscriber will promptly provide any information reasonably requested by the Company for any regulatory application or filing made or approval sought in connection with the Transaction (including filings with the Commission).

(u) The obligations of Subscriber under this Subscription Agreement are several and not joint with the obligations of any Other Subscriber or any other investor under the Other Subscription Agreements, and Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscriber under this Subscription Agreement or any Other Subscriber or other investor under the Other Subscription Agreements. The decision of Subscriber to purchase Subscribed Shares pursuant to this Subscription Agreement has been made by Subscriber independently of any Other Subscriber or any other investor 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, LanzaTech or any of their respective subsidiaries which may have been made or given by any Other Subscriber or investor or by any agent or employee of any Other Subscriber or investor, and neither Subscriber nor any of its agents or employees shall have any liability to any Other Subscriber or investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or Other Subscriber or other investor pursuant hereto or thereto, shall be deemed to constitute Subscriber and any Other Subscribers or other investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Subscriber and any Other Subscribers or other investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements. Subscriber acknowledges that no Other Subscriber has acted as agent for Subscriber in connection with making its investment hereunder and no Other Subscriber will be acting as agent of Subscriber in connection with monitoring its investment in the Subscribed Shares or enforcing its rights under this Subscription Agreement. Subscriber shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Subscriber or investor to be joined as an additional party in any proceeding for such purpose.

(v) The headings herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rules of strict construction will be applied against any party. Unless the context otherwise requires, (i) all references to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits contained in or attached to this Subscription Agreement, (ii) each accounting term not otherwise defined in this Subscription Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word “including” in this Subscription Agreement shall be by way of example rather than limitation, and (v) the word “or” shall not be exclusive.

(w) The Company shall be responsible for paying all present or future stamp, court or documentary, intangible, recording, filing or similar taxes that arise from any payment or issuance made under, from the execution, delivery, performance or enforcement of, or otherwise with respect to, this Subscription Agreement.

(x) If any change in the Class A Common Stock shall occur between the date hereof and immediately prior to the Closing by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend, the number of Subscribed Shares issued to Subscriber, and the Per Share Price for such Subscribed Shares, shall be appropriately adjusted to reflect such change.

[Signature pages follow.]

IN WITNESS WHEREOF, the Company has accepted this Subscription Agreement as of the date first set forth above.

AMCI ACQUISITION CORP. II

By: _____
Name:
Title:

Address for Notices:
AMCI Acquisition Corp. II
600 Steamboat Road
Greenwich, CT 06830
Email: [***]
Attention: Nimesh Patel

with a copy (not to constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020
Email: [***]
[***]
Attention: Joel Rubinstein
Elliott Smith

IN WITNESS WHEREOF, Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Name of Subscriber:

State/Country of Formation or Domicile:

By: _____
Name: _____
Title: _____

Name in which Subscribed Shares are to be registered (if different):

Date: _____, 2022

Subscriber's EIN:

Business Address-Street:

Mailing Address-Street (if different):

City, State, Zip:

City, State, Zip:

Attn: _____

Attn: _____

Telephone No.:
Email for notices:

Telephone No.:
Email for notices (if different):

Number of Shares of Class A Common Stock subscribed for:

Aggregate Purchase Price: $

Price Per Share: $10

ANNEX A

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Annex A should be completed and signed by Subscriber
and constitutes a part of the Subscription Agreement.

1. QUALIFIED INSTITUTIONAL BUYER STATUS (Please check the box, if applicable)

☐ Subscriber is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) (a "QIB")

☐ We are subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

**** OR ****

2. ACCREDITED INVESTOR STATUS (Please check each box)

☐ Subscriber is an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and has marked and initialed the appropriate box below indicating the provision under which it qualifies as an "accredited investor."

☐ Subscriber is an "institutional account" within the meaning of FINRA Rule 4512(c).

**** AND ****

3. AFFILIATE STATUS
(Please check the applicable box)

SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box(es) below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an institutional "accredited investor."

☐ Any bank, registered broker or dealer, insurance company, registered investment company, business development company, small business investment company, private business development company, or rural business investment company;

☐ Any investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state;

☐ Any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code, in each case that was not formed for the specific purpose of acquiring the securities offered and that has total assets in excess of $5,000,000;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D under the Securities Act;

This Annex A should be completed by Subscriber and constitutes a part of the Subscription Agreement.

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of [_____], 2022, is made and entered into by and among LanzaTech Global, Inc. (formerly known as AMCI Acquisition Corp. II), a Delaware corporation (the "***Company***"), [LanzaTech NZ, Inc.], a Delaware corporation ("***Old LanzaTech***"), AMCI Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), those holders of shares of capital stock of the Company which names are set forth on Schedule 1 attached hereto (the "***AMCI Insiders***," and together with the Sponsor, the "***AMCI Holders***"), and those holders of shares of capital stock of the Company whose names are set forth on Schedule 2 attached hereto (the "***Key Holders***" and, collectively with the AMCI Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, the "***Holders***" and each, a "***Holder***").

RECITALS

WHEREAS, on August 3, 2021, the Company, the directors and officers of the Company at such time and the Sponsor entered into that certain Registration Rights Agreement (the "***Original Agreement***");

WHEREAS, Old LanzaTech is party to that certain (i) Eighth Amended and Restated Investors' Rights Agreement, (ii) Eighth Amended and Restated Voting Agreement, and (iii) Seventh Amended and Restated Right of First Refusal and Co-Sale Agreement, each with the investors party thereto, and each dated as of October 28, 2021 (together, the "***Old LanzaTech Agreements***");

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of March 8, 2022 (as it may be amended or supplemented from time to time, the "***Merger Agreement***"), with AMCI Merger Sub, Inc., a Delaware corporation, and Old LanzaTech;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the shares of capital stock of Old LanzaTech held by the Key Holders were converted into the right to receive shares of common stock of the Company, par value $0.0001 per share (collectively, the "***Common Stock***");

WHEREAS, on the date hereof, certain other investors (such investors, collectively, the "***PIPE Investors***") purchased an aggregate of [•] shares of Common Stock (the "***PIPE Shares***") in a transaction exempt from registration under the Securities Act (as defined below) pursuant to the respective Subscription Agreements, each dated as of March 8, 2022, entered into by and between the Company and each of the PIPE Investors (each, a "***Subscription Agreement***" and, collectively, the "***Subscription Agreements***"); and

WHEREAS, the Company, the Sponsor and the former directors and officers of the Company party to the Original Agreement desire to terminate the Original Agreement in its entirety, and Old LanzaTech and the investors party to the Old LanzaTech Agreements desire to terminate each Old LanzaTech Agreement in its entirety, and all such parties desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain a Misstatement, (b) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, (c) the Company has a bona fide business purpose for not making such information public, and (d) such disclosure would be reasonably likely to have an adverse impact on the Company.

"***Affiliate***" means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person or entity, whether through one or more intermediaries or otherwise. The term "***control***" (including the terms "***controlling***," "***controlled by***" and "***under common control with***") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" shall have the meaning given in the preamble hereto.

"***AMCI Holders***" shall have the meaning given in the preamble hereto.

"***AMCI Insiders***" shall have the meaning given in the preamble hereto.

"***Block Trade***" shall have the meaning given in Section 2.4.1.

"***Board***" shall mean the Board of Directors of the Company.

"***Closing***" shall have the meaning given in the Merger Agreement.

"***Closing Date***" shall have the meaning given in the Merger Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall have the meaning given in the recitals hereto.

"***Company***" shall have the meaning given in the preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

"***Demanding Holders***" shall have the meaning given in Section 2.1.4.

"***DTC***" shall have the meaning given in Section 3.1.18.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"***Form S-1 Shelf***" shall have the meaning given in Section 2.1.1.

"***Form S-3 Shelf***" shall have the meaning given in Section 2.1.1.

"***Holder Information***" shall have the meaning given in Section 4.1.2.

"***Holders***" shall have the meaning given in the preamble hereto.

"***Issuer Filing***" shall have the meaning given in Section 3.1.17.

"***Joinder***" shall have the meaning given in Section 5.2.

"***Key Holders***" shall have the meaning given in the preamble hereto.

"***Letter Agreement***" shall mean that certain letter agreement, dated as of August 3, 2021, by and among the Company, the former directors and officers of the Company and the Sponsor, as amended.

"***Lock-up Period***" shall mean the period beginning on the date hereof and ending on: (a) with respect to the AMCI Holders and their respective Permitted Transferees, the earlier of (i) the date that is 12 months from the date hereof, (ii) such time when the closing price of the Common Stock shall have equaled or exceeded $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the date hereof, and (iii) the date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction after the date hereof that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property, and (b) with respect to the Key Holders and the respective Permitted Transferees of such Key Holders, the date that is six months from the date hereof.

"***Maximum Number of Securities***" shall have the meaning given in Section 2.1.5.

"***Merger Agreement***" shall have the meaning given in the recitals hereto.

"***Minimum Takedown Threshold***" shall have the meaning given in Section 2.1.4.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be included or incorporated by reference in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"***Old LanzaTech***" shall have the meaning given in the recitals hereto.

"***Old LanzaTech Agreements***" shall have the meaning given in the recitals hereto.

"***Original Agreement***" shall have the meaning given in the recitals hereto.

"***Other Coordinated Offering***" shall have the meaning given in Section 2.4.1.

"***Permitted Transfer***" shall mean a Transfer of shares of Registrable Securities (a) prior to the expiration of the applicable Lock-up Period, (i) to any officer, director, general partner, limited partner, shareholder, member, or owner of similar equity interests in a Holder, any Affiliate of any of the foregoing or any Affiliate of the Holder, (ii) in the case of a Holder who is an individual, by gift to a member of such individual's immediate family (for purposes of this Agreement, "immediate family" shall mean with respect to any natural person, any of the following: such person's spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouse and siblings) or to a trust, the beneficiary of which is such individual or a member of such individual's immediate family, or to a charitable organization, (iii) in the case of a Holder who is an individual, by virtue of laws of descent and distribution upon death of such individual, (iv) in the case of a Holder who is an individual, pursuant to a qualified domestic relations order, or (v) in connection with the Company's liquidation, merger, capital stock exchange, reorganization, tender offer, exchange offer or other similar transaction after the date hereof which results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property; provided, however, that in the case of clauses (i) through (v), the applicable transferee(s) must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions herein and the other restrictions contained in this Agreement; and (b) after the expiration of the applicable Lock-up Period, to any person or entity to whom such Holder is permitted to transfer its Registrable Securities subject to and in accordance with any applicable agreement among such Holder and/or its Permitted Transferees and the Company.

"***Permitted Transferee***" shall mean the applicable transferee of any Registrable Security pursuant to a Permitted Transfer.

"***Piggyback Registration***" shall have the meaning given in Section 2.2.1.

"***PIPE Investors***" shall have the meaning given in the recitals hereto.

"***PIPE Shares***" shall have the meaning given in the recitals hereto.

"***Private Placement Warrants***" shall mean those 3,500,000 warrants to purchase shares of Common Stock, which warrants were purchased by the Sponsor from the Company pursuant to that certain Private Placement Warrants Purchase Agreement dated August 3, 2021.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all materials incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any outstanding shares of Common Stock, Private Placement Warrants and shares of Common Stock issued or issuable upon the exercise of the Private Placement Warrants, of the Company held by a Holder immediately following the Closing, or that a Holder has the right to receive pursuant to the Merger Agreement, and (b) any shares of Common Stock issued or issuable with respect to any securities referenced in clause (a) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations including as to manner or timing of sale); or (v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a Registration Statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such Registration Statement becoming effective.

"***Registration Expenses***" shall mean the documented out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc. and any national securities exchange on which the Common Stock is then listed);

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) in an Underwritten Offering or Other Coordinated Offering, reasonable and documented fees and expenses not to exceed $35,000 in the aggregate for each such Registration, of one legal counsel selected by the majority-in-interest of the Demanding Holders with the approval of the Company, which approval shall not be unreasonably withheld.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf***" shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

"***Shelf Registration***" shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"***Shelf Takedown***" shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

"***Sponsor***" shall have the meaning given in the preamble hereto.

"***Subscription Agreements***" shall have the meaning given in the recitals hereto.

"***Subsequent Shelf Registration Statement***" shall have the meaning given in Section 2.1.2.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"***Transfer Agent***" shall have the meaning given in Section 2.6.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in Section 2.1.4.

"***Warrant Agreement***" shall have the meaning given in Section 5.6.

"***Withdrawal Notice***" shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

Section 2.1 Shelf Registration.

2.1.1 Filing. Within 30 calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the "***Form S-1 Shelf***") or a Registration Statement for a Shelf Registration on Form S-3 (the "***Form S-3 Shelf***"), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but in any event no later than 60 calendar days after the Closing Date; provided, that (a) such deadline shall be extended to the 120th calendar day following the Closing Date if the Commission notifies the Company that it will "review" the Registration Statement and (b) such Shelf shall be declared effective on the 10th business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act, including filing a Subsequent Shelf Registration pursuant to Section 2.1.2, until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. As soon as practicable following the effective date of a Shelf filed pursuant to this Section 2.1.1, but in any event within one business day of such date, the Company shall notify the Holders of the effectiveness of such Shelf. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. As soon as practicable following the effective date of a Shelf filed pursuant to this Section 2.1.2, but in any event within one business day of such date, the Company shall notify the Holders of the effectiveness of such Shelf.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of a Holder, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the AMCI Holders or the Key Holders.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, following the expiration of the applicable Lock-Up Period, at any time and from time to time when an effective Shelf is on file with the Commission, an AMCI Holder or a Key Holder (any of an AMCI Holder or a Key Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to such Shelf, including a Block Trade or Other Coordinated Offering, but only to the extent such Block Trade or Other Coordinated Offering qualifies as an Underwritten Offering (each, an "***Underwritten Shelf Takedown***"); provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with an anticipated aggregate offering price, net of underwriting discounts and commissions, of at least $80,000,000 (the "***Minimum Takedown Threshold***"). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. The initial Demanding Holder shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the Company's prior approval (which shall not be unreasonably withheld, conditioned or delayed). Promptly (but in any event within 10 days) after receipt of a request for an Underwritten Shelf Takedown, the Company shall give written notice of the Underwritten Shelf Takedown to all other Holders of Registrable Securities and, subject to the provisions of Section 2.1.5, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five business days after sending such notice to Holders, or, in the case of a Block Trade or Other Coordinated Offering, as provided in Section 2.4. Notwithstanding anything to the contrary in this Agreement, the Company may effect any Underwritten Offering pursuant to any then effective Registration Statement, including on Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter(s) in an Underwritten Shelf Takedown advise the Demanding Holders in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Demanding Holders shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares of Registrable Securities that may be included in the underwriting (such maximum number of such securities, the "***Maximum Number of Securities***") shall be allocated among all participating Holders thereof, including the Demanding Holders, in proportion (as nearly as practicable) to the amount of Registrable Securities of the Company owned by each participating Holder; provided, however, that the number of shares of Registrable Securities to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting.

2.1.6 Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Holders initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the AMCI Holders or the Key Holders may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the remaining Holders or any of their respective Permitted Transferees, as applicable. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6.

Section 2.2 Piggyback Registration.

2.2.1 Piggyback Rights. Subject to Section 2.4.3, following the expiration of the applicable Lock-Up Period, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iv) for an offering solely of debt that is convertible into equity securities of the Company, (v) for a dividend reinvestment plan, or (vi) for an Other Coordinated Offering, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than five business days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within two days after receipt of such written notice (such registered offering, a "***Piggyback Registration***"). Subject to Section 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 Reduction of Piggyback Registration. If the total amount of securities, including Registrable Securities, requested by holders of Registrable Securities to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling security holders according to the total amount of securities entitled to be included therein owned by each selling security holder or in such other proportions as shall mutually be agreed to by such selling security holders). For purposes of the preceding parenthetical concerning apportionment, for any selling security holder which is a holder of Registrable Securities and which is a partnership or corporation, the partners, retired partners and holders of capital stock of such holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling security holder," and any pro-rata reduction with respect to such "selling security holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "selling security holder," as defined in this sentence.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw all or any portion of its Registrable Securities from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable "red herring" prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

Section 2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Holder participating in such Underwritten Offering that is an executive officer, director or Holder holding in excess of 5% of the outstanding Common Stock agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during such time period after the pricing of such offering (not to exceed 90 days) as the Company and the managing Underwriters may agree, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

Section 2.4 Block Trades; Other Coordinated Offerings.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in (a) an underwritten block trade or similar transaction or other transaction with a two-day or less marketing period (a "***Block Trade***") or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal, (an "***Other Coordinated Offering***"), in each case, either (x) with an anticipated aggregate offering price of at least $100,000,000 or (y) of all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder only needs to notify the Company of the Block Trade or Other Coordinated Offering at least five business days prior to the day such offering is to commence and the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.4.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company, the Underwriter or Underwriters (if any) and any brokers, sale agents or placement agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and any brokers, sale agents or placement agents (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

Section 2.5 Lock-up.

2.5.1 Each (a) Key Holder that holds at least 3% of the capital stock of the Company immediately following the Closing Date, (b) Key Holder that becomes a holder of at least 3% of the capital stock of the Company at any point during the applicable Lock-up Period, (c) AMCI Holder, and (d) Permitted Transferee of any Holder specified in (a) through (c) agrees not to Transfer, in whole or in part, the Registrable Securities, whether any such transaction is to be settled by delivery of Registrable Securities or other securities, in cash or otherwise, during the Lock-up Period applicable to such Holder; provided, however, that the foregoing restrictions shall not apply to any PIPE Shares purchased by a Holder pursuant to a Subscription Agreement. Notwithstanding the foregoing, during the applicable Lock-up Period, a Holder may Transfer its Registrable Securities to any of its Permitted Transferees; provided that such Permitted Transferee shall enter into a written agreement, in substantially the form of this Agreement (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the original Holder and not to the immediate family of the transferee), agreeing to be bound by these Transfer restrictions.

2.5.2 Each Holder shall execute such agreements as may be reasonably requested by the Company that are consistent with Section 2.5.1 or that are necessary to give further effect thereto.

2.5.3 If any Transfer prohibited by Section 2.5.1 is made or attempted contrary to the provisions of this Agreement, such purported Transfer shall be null and void *ab initio*, and the Company shall refuse to recognize any such purported transferee of the Registrable Securities as one of its equity holders for any purpose. In order to enforce this Section 2.5.3, the Company may impose stop-transfer instructions with respect to the Registrable Securities of any Holder (and its permitted assigns, including Permitted Transferees) until the end of the applicable Lock-up Period.

2.5.4 For the avoidance of doubt, each Holder shall retain all of its rights as a stockholder of the Company with respect to the Registrable Securities during the Lock-up Period applicable to such Holder, including the right to vote any Registrable Securities that are entitled to vote.

2.5.5 The lock-up provisions in Section 7(a) of the Letter Agreement shall terminate and be of no further force or effect upon the effectiveness of this Agreement; provided, for the avoidance of doubt, that the lock-up provisions in Section 7(b) of the Letter Agreement shall continue to apply in accordance with their own terms.

Section 2.6 Legends. In connection with any sale or other disposition of the Registrable Securities by a Holder pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) and upon compliance by the Holder with the requirements of this Section 2.6, if requested by the Holder, the Company shall cause the transfer agent for the Registrable Securities (the "***Transfer Agent***") to remove any restrictive legends related to the book entry account holding such Registrable Securities and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends within two trading days of any such request therefor from the Holder; provided that the Company and the Transfer Agent have timely received from the Holder customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith. Subject to receipt from the Holder by the Company and the Transfer Agent of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith, the Holder may request that the Company remove any legend from the book entry position evidencing its Registrable Securities and the Company will, if required by the Transfer Agent, use its commercially reasonable efforts to cause an opinion of the Company's counsel to be provided in a form reasonably acceptable to the Transfer Agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, following the earliest of such time as such Registrable Securities (i) are subject to or have been or are about to be sold pursuant to an effective Registration Statement or (ii) have been or are about to be sold pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission). If restrictive legends are no longer required for such Registrable Securities pursuant to the foregoing, the Company shall, in accordance with the provisions of this Section 2.6 and within two trading days of any request therefor from the Holder accompanied by such customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares. The Company shall be responsible for the fees of its Transfer Agent, its legal counsel and all fees of DTC associated with such issuance.

ARTICLE III

COMPANY PROCEDURES

Section 3.1 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall:

3.1.1 prepare and file with the Commission, as soon as reasonably practicable, a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective, or file a Subsequent Shelf Registration Statement, until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus and either (i) any underwriter overallotment option has terminated by its terms or (ii) the underwriters have advised the Company that they will not exercise such option or any remaining portion thereof;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as any Holder of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 use commercially reasonable efforts to cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least two days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement (except for supplements containing Exchange Act reports of the Company filed with respect to a Registration Statement or Prospectus for which forward incorporation by reference is unavailable) to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act;

3.1.10 in accordance with Section 3.4, notify the Holders of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.11 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, permit a representative of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.12 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter or the broker, placement agent or sales agent of such offering or sale may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.13 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.14 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect), and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

3.1.16 with respect to an Underwritten Offering pursuant to Section 2.1.4, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.17 if applicable, promptly effect a filing with FINRA pursuant to FINRA Rule 5110 (or successor thereto) with respect to the public offering contemplated by resales of securities under a Registration Statement (an "***Issuer Filing***"), pay the filing fee required by such Issuer Filing and use its commercially reasonable efforts to complete the Issuer Filing until FINRA issues a letter confirming that it does not object to the terms of the offering contemplated by a Registration Statement;

3.1.18 for so long as this Agreement remains effective, use commercially reasonable efforts to (a) cause the Common Stock to be eligible for clearing through The Depository Trust Company ("***DTC***"), through its Deposit/Withdrawal At Custodian (DWAC) system; (b) be eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Common Stock; (c) ensure that the transfer agent for the Common Stock is a participant in, and that the Common Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto); and (d) facilitate the timely crediting of the Registrable Securities that have been offered and sold pursuant to a Registration Statement to the applicable account with DTC through its DWAC system as the Holder of such Registrable Securities or the Underwriter, if any, may reasonably request; and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter or broker, sales agent or placement agent if such Underwriter or broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter or broker, sales agent or placement agent, as applicable.

Section 3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

Section 3.3 Requirements for Participation in Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not timely provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the Registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) timely completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

Section 3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control or (c) in the good faith judgment of the Chief Executive Officer or principal financial officer, such Registration would be seriously detrimental to the Company and its holders of capital stock and it is therefore essential to defer such filing, initial effectiveness or continued use at such time, the Company shall have the right, upon giving prompt written notice of such action to the Holders (which notice shall not specify the nature of the event giving rise to such delay or suspension), delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under this Section 3.4.1, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.2 During the period starting with the date 90 days prior to the Company's good faith estimate of the date of the filing of, and ending on a date 90 days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, or if, pursuant to Section 2.1.4, Holders have requested an Underwritten Shelf Takedown and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Sections 2.1.4 or 2.4.

3.4.3 Notwithstanding the foregoing, the Company shall not delay the filing or initial effectiveness of, or suspend use of, a Registration Statement or registered offering pursuant to this Agreement on more than three occasions, for more than 60 consecutive calendar days, or more than 90 total calendar days, in each case during any 12-month period.

Section 3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to use commercially reasonable efforts to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Section 4(a)(1) of the Securities Act or Rule 144 promulgated under the Securities Act (or any successor rule then in effect). The Company further covenants that upon the request of any Holder, the Company shall (a) deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements and (b) (i) authorize the Company's transfer agent to remove any legend or any similar restriction in book entry positions of such Holder's Registrable Securities if such restrictions are no longer required by the Securities Act or any applicable state securities laws or any agreement with the Company to which such Holder is a party, including if such Registrable Securities subject to such a restriction have been sold pursuant to a Registration Statement, (ii) request the Company's transfer agent to update the applicable book entry position of such Holder so that it no longer is subject to such a restriction, and (iii) use commercially reasonable efforts to cooperate with such Holder to have such Holder's Registrable Securities transferred into a book entry position at DTC, subject to delivery of customary documentation, including any documentation required by such restrictive legend or book entry notation.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

Section 4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and reasonable out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) caused by any Misstatement or alleged Misstatement, in each case in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing sentence with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "***Holder Information***") and, to the extent permitted by law, shall indemnify the Company, its directors, officers and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any Misstatement or alleged Misstatement, in each case in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, but only to the extent that such Misstatement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify pursuant to the foregoing sentence shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing sentence with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the Transfer of Registrable Securities by a Holder. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any Misstatement was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery or electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, or electronic mail, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 8045 Lamon Avenue, Suite 400, Skokie, IL 60077, Attention: General Counsel, Email: legalteam@lanzatech.com; and, if to any Holder, at such Holder's address or contact information as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective 30 days after delivery of such notice as provided in this Section 5.1.

Section 5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 No Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a Transfer of Registrable Securities by such Holder to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the transfer restrictions set forth in this Agreement by executing a joinder to this Agreement in the form of **Exhibit A** attached hereto (a "***Joinder***"), it being understood that, in the event of any Transfer of Registrable Securities effected pursuant to clause (ii) of Section 2.5.1, no Transferee thereunder shall be deemed to be an assignee hereunder or otherwise subject to any rights or obligations hereunder.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees (but not, for the avoidance of doubt, any Transferees pursuant to clause (ii) of Section 2.5.1).

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by a Joinder). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

Section 5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (A) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS (WHETHER OF THE STATE OF NEW YORK OR OF ANY OTHER JURISDICTION) TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK AND (B) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

Section 5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.6 Other Registration Rights. Other than (i) the PIPE Investors who have registration rights with respect to their PIPE Shares pursuant to their respective Subscription Agreements and (ii) as provided in the Warrant Agreement, dated as of August 3, 2021, between the Company and Continental Stock Transfer & Trust Company (the "***Warrant Agreement***"), the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities pursuant hereto, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. The registration rights granted under this Agreement shall supersede any registration, qualification or similar rights of the Holders with respect to any shares or securities of the Company or Old LanzaTech granted under any other agreement, and any of such preexisting registration, qualification or similar rights and such agreements shall be terminated and of no further force and effect (with the exception of, for the avoidance of doubt, the Subscription Agreements and the Warrant Agreement, which remain in full force and effect).

Section 5.7 Term. This Agreement shall terminate on the earlier of (a) the 10th anniversary of the date of this Agreement or (b) with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 3.5 and Article IV shall survive any termination.

Section 5.8 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

Section 5.9 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 5.10 Entire Agreement; Termination of Original Agreement and Old LanzaTech Agreements. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Effective as of the date hereof, the Original Agreement and the Old LanzaTech Agreements shall no longer be of any force or effect.

Section 5.11 Adjustments. If, and as often as, there are any changes in the Registrable Securities by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Registrable Securities as so changed.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

LANZATECH GLOBAL, INC.

By: _____
Name:
Title:

[*Signature Page to Registration Rights Agreement*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

OLD LANZATECH:

[LANZATECH NZ, INC.]

By: _____
Name:
Title:

[*Signature Page to Registration Rights Agreement*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDERS:

AMCI SPONSOR II LLC

By: _____
Name: Nimesh Patel
Title: Sole Managing Member

AMCI Group, LLC Series 35

By: _____
Name: Hans Mende
Title: Authorized Signatory

[TO INSERT ADDITIONAL SIGNATURE BLOCKS FOR KEY HOLDERS]

SCHEDULE 1

AMCI Holders

SCHEDULE 2

Key Holders

Exhibit A

JOINDER

The undersigned is executing and delivering this joinder (this "***Joinder***") pursuant to the Registration Rights Agreement, dated as of [•], 2022 (as the same may hereafter be amended, the "***Registration Rights Agreement***"), among LanzaTech Global, Inc., a Delaware corporation (the "***Company***"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned's shares of Common Stock or rights to acquire Common Stock shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein.

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

_____
Signature of Stockholder

_____
Print Name of Stockholder

Its: _____

Address: _____

Agreed and Accepted as of _____, 20__ [_____]

By: _____
Name: _____
Its: _____

Exhibit 10.3

COMPANY STOCKHOLDER SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of March 8, 2022, is entered into by and among AMCI Acquisition Corp. II, a Delaware corporation ("Acquiror") and certain of the stockholders (such stockholders, each, a "Stockholder" and together, the "Stockholders") of LanzaTech NZ, Inc., a Delaware corporation (the "Company"), whose names appear on the signature pages of this Agreement.

RECITALS

WHEREAS, Acquiror, AMCI Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Acquiror ("Merger Sub") and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Merger Agreement"; capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will merge with and into the Company, with the Company surviving the merger (the "Merger");

WHEREAS, as of the date hereof, each Stockholder is the record and "beneficial owner" (as such term is used herein, within the meaning of Rule 13d-3 under the Exchange Act) of, and is entitled to dispose of and vote, the number of Company Common Shares and Company Preferred Shares set forth opposite such Stockholder's name on Exhibit A hereto (collectively, with respect to each Stockholder, such Stockholder's "Owned Shares"; and such Owned Shares, together with any additional Company Shares (or any securities convertible into or exercisable or exchangeable for Company Shares) in which such Stockholder acquires record or beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "Covered Shares"); and

WHEREAS, the Stockholders are entering into this Agreement as a condition and inducement to the willingness of Acquiror and Merger Sub to enter into the Merger Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Acquiror, Merger Sub and each Stockholder hereby agree as follows:

1. Agreement to Vote. Subject to the earlier termination of this Agreement in accordance with Section 4, each Stockholder, solely in such Person's capacity as a stockholder of the Company, irrevocably and unconditionally agrees to validly execute and deliver to the Company in respect of all of the Stockholder's Covered Shares, as promptly as practicable after the Registration Statement becomes effective (and in any event within ten (10) Business Days after receiving notice from Acquiror or the Company of such fact), the written consent that will be solicited by the Company from the Stockholder pursuant to the Merger Agreement to obtain the Company Stockholder Approval. In addition, prior to the Termination Date (as defined below), each Stockholder, in his, her or its capacity as a stockholder of the Company, irrevocably and unconditionally agrees that, at any meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and in connection with any written consent of stockholders of the Company, such Stockholder shall:

(a) when such meeting is held, appear at such meeting or otherwise cause such Stockholder's Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of such Stockholder's Covered Shares owned as of the record date for such meeting (or the date that any written consent is executed by such Stockholder) in favor of (i) the adoption of the Merger Agreement and, as applicable, the approval of each applicable Ancillary Agreement, and the transactions contemplated thereby (including the Company Share Conversion and the Merger), and each other matter required (or reasonably requested by the Company or the Acquiror) to be approved or adopted by the stockholders of the Company in order to effect the Merger and the other transactions contemplated by the Merger Agreement and the Ancillary Agreements, and (ii) any proposal to adjourn such meeting at which there is a proposal for stockholders of the Company to adopt the Merger Agreement to a later date if there are not sufficient votes to adopt the Merger Agreement or if there are not sufficient Company Shares present in person or represented by proxy at such meeting to constitute a quorum; and

(c) vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of such Stockholder's Covered Shares against (i) any Acquisition Proposal and (ii) any other action that would reasonably be expected to (A) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, (B) to the knowledge of such Stockholder, result in a material breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Merger Agreement or (C) result in a material breach of any covenant, representation or warranty or other obligation or agreement of such Stockholder contained in this Agreement.

The obligations of each Stockholder specified in this Section 1 shall apply whether or not the Merger or any action described above is recommended by the Company Board or the Company Board has previously recommended the Merger but changed such recommendation.

2. No Inconsistent Agreements. Each Stockholder hereby covenants and agrees that such Stockholder shall not, at any time prior to the Termination Date, (a) enter into any voting agreement or voting trust with respect to any of such Stockholder's Covered Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement, (b) grant a proxy or power of attorney with respect to any of such Stockholder's Covered Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement or (c) enter into any Contract or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent him, her or it from satisfying, his, her or its obligations pursuant to this Agreement.

3. Termination of Company Stockholder Agreements. Each Stockholder agrees to execute and deliver such agreement or instrument as may be necessary to cause to be terminated, as at the Effective Time, each of the Company Voting Agreement, the Company ROFR and Co-Sale Agreement and the Company Investors' Rights Agreement, in each case subject to the survival of those provisions contained in each such Company Stockholder Agreement that survive such termination in accordance with the express terms of such Company Stockholder Agreement.

4. Termination. This Agreement shall terminate upon the earliest of (a) the Effective Time, (b) the valid termination of the Merger Agreement in accordance with its terms and, (c) with respect to each Stockholder, the mutual written agreement of Acquiror and such Stockholder and (d) with respect to each Stockholder, the election by such Stockholder in his, her or its sole discretion to terminate this Agreement following any amendment to, or waiver by the Company of Acquiror's obligations under, the Merger Agreement without the prior written consent of such Stockholder (which consent shall not be unreasonably withheld, conditioned or delayed) that materially decreases or changes the form of the Merger Consideration; provided that reductions in the trading price of Acquiror Common Shares shall not constitute a decrease in the Merger Consideration payable to such Stockholder for purposes of this Section 4 (the earliest of such date under clause (a), (b), (c) and (d) being referred to herein as the "Termination Date"). In the event of the termination of this Agreement pursuant to this Section 4, this Agreement shall forthwith become void and have no further force or effect, without any Liability on the part of any party, other than for any Willful Breach of this Agreement occurring prior to such termination, except that the provisions of this Section 4, and Sections 11, 12, 13, 14, 15, 16, 18, 20 and 21 shall survive any termination of this Agreement and shall remain legal, valid, binding and enforceable obligations of the parties in accordance with their respective terms.

5. Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants (severally and not jointly as to himself, herself or itself only) to Acquiror as follows:

(a) As of the date hereof, such Stockholder owns exclusively of record (and is the sole beneficial owner of), and has good, valid and marketable title to, such Stockholder's Owned Shares, free and clear of any Liens (other than as created by this Agreement, the Governing Documents of the Company, any Company Stockholder Agreement or any applicable Laws). As of the date hereof, other than the Owned Shares set forth opposite such Stockholder's name on Exhibit A, such Stockholder does not own (of record or beneficially) any Company Shares (or any securities convertible into shares of capital stock or other voting securities of the Company) or any interest therein.

(b) As of the date hereof, and except as provided in this Agreement or any Company Stockholder Agreement, such Stockholder (i) has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein with respect to such Stockholder's Owned Shares, (ii) has not entered into any voting agreement or voting trust, and has no knowledge and is not aware of any such voting agreement or voting trust in effect, with respect to any of such Stockholder's Owned Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of such Stockholder's Owned Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement, and has no knowledge and is not aware of any such proxy or power of attorney in effect, and (iv) has not entered into any Contract or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent him, her or it from satisfying, his, her or its obligations pursuant to this Agreement and has no knowledge and is not aware of any such Contract or undertaking.

(c) If such Stockholder is not an individual, such Stockholder (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization, and (ii) has all requisite corporate or other power and authority and has taken all corporate or other action necessary in order to, execute, deliver, and perform its obligations under, this Agreement, and to consummate the transactions contemplated hereby. If the Stockholder is an individual, he or she has all the requisite capacity to execute and deliver this Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder and constitutes a legally valid and binding agreement of such Stockholder, enforceable against such Stockholder in accordance with the terms hereof (except as enforceability may be limited by any Enforceability Exceptions).

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by such Stockholder from, or to be given by such Stockholder to, or be made by such Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by such Stockholder of this Agreement, the consummation of the transactions contemplated hereby or the Merger or the other transactions contemplated by the Merger Agreement.

(e) The execution, delivery and performance of this Agreement by such Stockholder does not, and the consummation of the transactions contemplated hereby and the Merger and the other transactions contemplated by the Merger Agreement, will not (i) if such Stockholder is not an individual, constitute or result in a breach or violation of, or a default under, the Governing Documents of such Stockholder, (ii) with or without notice, lapse of time or both, constitute or result in a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, or the creation, modification or acceleration of any obligations under, any Contract binding upon such Stockholder, in each case in a manner that would reasonably be expected to prevent or materially delay or materially impair such Stockholder's ability to perform his, her or its obligations hereunder or to consummate the transactions contemplated by this Agreement, the consummation of the Merger or any other transaction contemplated by the Merger Agreement, or (iii) conflict with or violate any Law to which such Stockholder is subject, (iv) require any consent, approval or authorization of, declaration, filing or registration with, or notice to, any Person, in each case the absence of which would reasonably be expected to prevent or materially delay or materially impair such Stockholder's ability to perform his, her or its obligations hereunder or to consummate the transactions contemplated by this Agreement, the consummation of the Merger or any other transaction contemplated by the Merger Agreement, or (v) constitute or result in the creation of any Lien on such Stockholder's Covered Shares, except for any Lien under applicable securities Laws or any Lien created by Acquiror or its Affiliates.

(f) As of the date hereof, (i) there are no Actions pending against such Stockholder or, to the knowledge of such Stockholder, threatened against such Stockholder and (ii) such Stockholder is not a party to or subject to the provisions of any Governmental Order, in each case in clauses (i) or (ii), that, in any manner, questions the beneficial or record ownership of such Stockholder's Covered Shares or challenges or seeks to prevent, enjoin, impair, adversely affect or materially delay the performance by such Stockholder of his, her or its obligations under this Agreement.

(g) Such Stockholder is a sophisticated stockholder and has adequate information concerning the business and financial condition of Acquiror and the Company to make an informed decision regarding this Agreement and the other transactions contemplated by the Merger Agreement and has independently, based on such information as the Stockholder has deemed appropriate and without reliance upon Acquiror, the Company or any Affiliate of Acquiror or the Company, made his, her or its own analysis and decision to enter into this Agreement. Such Stockholder acknowledges that that he, she or it has had the opportunity to seek independent legal advice prior to executing this Agreement. Acquiror and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character to such Stockholder regarding the subject matter of this Agreement except as expressly set forth in this Agreement. Such Stockholder acknowledges receipt and review of a copy of the Merger Agreement and that the agreements contained herein with respect to the Covered Shares held by the Stockholder are irrevocable.

(h) Such Stockholder understands and acknowledges that Acquiror is entering into the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of such Stockholder contained herein.

(i) Except as set forth in Section 5.17 of the Company Disclosure Letter, no investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Acquiror or the Company is or could be liable in connection with this Agreement or the Merger Agreement or any of the respective transactions contemplated hereby or thereby, in each case based upon arrangements made by or on behalf of such Stockholder.

6. Certain Covenants of the Stockholders. Except in accordance with the terms of this Agreement, each Stockholder hereby covenants and agrees as follows:

(a) No Solicitation. Prior to the termination of this Agreement, such Stockholder shall not, and shall cause his, her or its controlled Affiliates not to, and shall use reasonable best efforts to cause his, her or its and their respective Representatives not to, (i) initiate, solicit, enter into or continue discussions, negotiations or transactions with, or respond to any inquiries or proposals by, any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company's Subsidiaries to any Person relating to, an Acquisition Proposal (other than to inform such Person of such Stockholder's obligations pursuant to this Section 6(a)), (ii) enter into any acquisition agreement, business combination agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Acquisition Proposal, (iv) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state for purposes of facilitating an Acquisition Proposal, (v) otherwise knowingly encourage or facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal or (vi) resolve or agree to do any of the foregoing. Such Stockholder also agrees that immediately following the execution of this Agreement he, she or it shall, and shall cause each of his, her or its controlled Affiliates to, and shall instruct his, her or its and their Representatives to, cease any solicitations, discussions or negotiations with any Person (other than the parties hereto and their respective Representatives) conducted heretofore in connection with an Acquisition Proposal or any inquiry or request for information that would reasonably be expected to lead to, or result in, an Acquisition Proposal.

Notwithstanding anything in this Agreement to the contrary, (x) such Stockholder shall not be responsible for the actions of the Company or the Company Board (or any committee thereof), any Subsidiary of the Company, or any officers, directors (in their capacity as such), employees and professional advisors of any of the foregoing (collectively, the "Company Related Parties"), (y) such Stockholder makes no representations or warranties with respect to the actions of any of the Company Related Parties and (z) any breach by the Company of its obligations under Section 7.5 of the Merger Agreement shall not in itself be considered a breach of this Section 6(a) (it being understood that, for the avoidance of doubt, such Stockholder shall remain responsible for his, her or its breach of this Section 6(a) or any breach of this Section 6(a) by his, her or its Representatives (other than any such Representative that is acting in its capacity as a Company Related Party).

(b) Restrictions on Transfers. Prior to the termination of this Agreement, such Stockholder shall not, directly or indirectly, Transfer (as such term is defined below) any of his, her or its Covered Shares, except (i) to an Affiliate of such Stockholder, (ii) by virtue of applicable law or such Stockholder's organizational documents upon liquidation or dissolution of such Stockholder or (iii) in case such Stockholder is an individual, (A) to any member of such Stockholder's immediate family (i.e., spouse, lineal descendant or antecedent, brother or sister, adopted child or grandchild or the spouse of any child, adopted child, grandchild or adopted grandchild), (B) to a trust for the sole benefit of such Stockholder or any member of such Stockholder's immediate family, (C) to a charity, charitable trust, or other charitable organization under Section 501(c)(3) of the Code, (D) upon the death of such Stockholder or (E) for bona fide estate planning purposes; provided in each case in clauses (i) through (iii) that such transferee signs a counterpart to this Agreement. As used herein, "Transfer" means (A) any sale, assignment, exchange, conveyance, pledge, hypothecation or other transfer or disposition, whether direct or indirect, whether or not for value, and whether or not by operation of law (including by merger, consolidation or otherwise), including any transfer of a Covered Share to a broker or other nominee (with or without a corresponding change in beneficial ownership) and any transfer of voting control of such Covered Share, or (B) entering into any Contract providing for any transaction contemplated by the preceding clause (A).

7. Appraisal Rights; Other Actions. Each Stockholder (a) waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Merger or any other transaction contemplated by the Merger Agreement that such Stockholder may have by virtue of ownership of the Covered Shares; and (b) except with respect to the enforcement of rights or remedies under the Merger Agreement or any Ancillary Agreement (including in connection with a breach of any provision thereof or the termination thereof) agrees not to commence, join in, facilitate, assist, encourage or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any action or claim, derivative or otherwise, against Acquiror, Acquiror's Affiliates, the Acquiror's directors or officers, the Sponsor, the Company or any of their respective successors and assigns relating to the evaluation, negotiation, execution or delivery of this Agreement, the Merger Agreement (including the Merger Consideration) or the consummation of the transactions contemplated hereby and thereby.

8. Disclosure, Public Announcements. Each Stockholder hereby authorizes the Company and Acquiror to publish and disclose in any announcement, filing or disclosure required to be made by any Governmental Order or other applicable Law or the rules of any national securities exchange or as requested by the SEC such Stockholder's identity and ownership of the Covered Shares and the nature of such Stockholder's obligations under this Agreement; provided that, for the avoidance of doubt, such Stockholder's identity shall not be included in a press release or other public disclosure (other than a filing with the SEC) without such Stockholder's prior written consent. Neither the Stockholder nor any of his, her or its Affiliates shall issue any press release or make any other public announcement or public statement with respect to this Agreement, the Merger Agreement or any of the transactions contemplated hereby or thereby (each, a "Public Communication"), without the prior written consent of Acquiror and the Company (which consent may be withheld in Acquiror's or the Company's sole discretion), except (a) as required by applicable Law or any Governmental Authority of competent jurisdiction (including pursuant to any court process), in which case the Stockholder shall provide each of Acquiror and the Company and their respective legal counsel with a reasonable opportunity to review and comment on such Public Communication (solely with respect to such portions that relate to this Agreement, the Merger Agreement or the transactions contemplated hereby or thereby) in advance of its issuance and shall give reasonable and good faith consideration to any such comments or (b) with respect to a Public Communication that is consistent with prior disclosures by Acquiror and the Company; provided that the foregoing shall not apply to any disclosure required to be made by such Stockholder to a Governmental Authority so long as such disclosure is consistent with the terms of this Agreement and the Merger Agreement and the disclosures made by the Company and Acquiror pursuant to the terms of the Merger Agreement.

9. Changes in Capital Stock. In the event (a) of any change in the Company's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like that results in a change in the number of Company Shares held by each Stockholder, (b) any Stockholder purchases or otherwise acquires beneficial ownership of any Company Shares or (c) any Stockholder acquires the right to vote or share in the voting of any Company Shares, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such Company Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such Company Shares may be changed or exchanged or which are received in such transaction.

10. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by Acquiror and the applicable Stockholder.

11. Waiver. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

12. Notices. All notices and other communications under this Agreement between or among the parties shall be in writing and shall be deemed to have been duly given, delivered and received (a) when delivered in person, (b) when delivered after posting in the U.S. mail, having been sent registered or certified mail, return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by email (provided that, if receipt has not been confirmed (excluding any automated reply, such as an out-of-office notification) then a copy shall be dispatched in the manner described in the preceding clause (c) no later than 24 hours after such delivery by email), addressed as follows:

If to Acquiror, to:

AMCI Acquisition Corp. II
600 Steamboat Road
Greenwich, Connecticut 06830
Attn: Nimesh Patel
E-mail: [***]

with a copy (which shall not constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attn: Emery Choi, Oliver Wright and Elliott Smith
E-mail: [***], [***] and [***]

If to a Stockholder, to the address or email address set forth on such Stockholder's signature page hereto,

or to such other address(es) or email address(es) as the Parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Acquiror any direct or indirect ownership of or with respect to the Covered Shares of a Stockholder. All rights, ownership and economic benefits of and relating to the Covered Shares of a Stockholder shall remain vested in and belonging to such Stockholder in the voting or disposition of any such Stockholder's Covered Shares except as otherwise provided herein.

14. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof. This Agreement shall not be effective or binding upon the Stockholder until after such time as the Merger Agreement is executed and delivered by the Company, Acquiror and Merger Sub.

15. No Third-Party Beneficiaries. Each Stockholder hereby agrees that his, her or its representations, warranties and covenants set forth herein are solely for the benefit of Acquiror in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person, other than the parties hereto, any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto; provided that the Company shall be an express third party beneficiary with respect to Section 5 and Section 6(b).

16. Governing Law and Venue; Service of Process; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby (whether based on contract, tort, equity or otherwise), shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws (whether of the State of Delaware or of any other jurisdiction) to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(b) Any Action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such Action, (ii) waives any objection he, she or it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, (iii) agrees that all claims in respect of such Action shall be heard and determined only in any such court and (iv) agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law, or to commence Actions or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 16.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall (a) be assigned by any of the Stockholders in whole or in part (whether by operation of Law or otherwise) without the prior written consent of Acquiror or (b) be assigned by Acquiror in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the applicable Stockholder. Any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and permitted assigns.

18. Enforcement. The rights and remedies of the parties shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party hereby waives any requirement for the securing or posting of any bond in connection therewith.

19. Grant of Irrevocable Proxy. Each Stockholder hereby irrevocably grants and appoints Acquiror and any designee of Acquiror, and each of them individually, as his, her or its proxy and attorney-in-fact, with full power of substitution and resubstitution, to the fullest extent of such Stockholder's rights with respect to the Covered Shares, effective as of the date hereof and continuing until the termination of this Agreement pursuant to Section 4 (the "Voting Period"), to vote (or execute written consents, if applicable) with respect to the Covered Shares as required pursuant to, and for the sole purposes of voting in accordance with, and solely with respect to the matters set forth in, Section 1, in each case to the same extent and with the same effect as such Stockholder might or could do under applicable Law. The proxy granted by each Stockholder hereunder shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in Law to support an irrevocable proxy, and each Stockholder (a) will take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and (b) hereby revokes any proxy previously granted by such Stockholder with respect to any Covered Shares (but only with respect to the matters set forth in Section 1 and only during the Voting Period). The power of attorney granted by each Stockholder hereunder is a durable power of attorney and shall survive the bankruptcy or dissolution of such Stockholder. Other than as provided in this Section 19, during the Voting Period, no Stockholder shall directly or indirectly grant any Person any proxy (revocable or irrevocable), power of attorney or other authorization with respect to any of such Stockholder's Covered Shares in connection with the matters set forth in Section 1.

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable Law, but, if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, the parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

22. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict any Stockholder, or a designee of such Stockholder, who is a director or officer of the Company from acting in such capacity or fulfilling the obligations of such office, including by voting, in his or her capacity as a director of the Company, in the Stockholder's, or his, her or its designee's, sole discretion on any matter (it being understood that this Agreement shall apply to the Stockholder solely in the Stockholder's capacity as a holder of the Covered Shares). In this regard, the Stockholder shall not be deemed to make any agreement or understanding in this Agreement in the Stockholder's capacity as a director or officer of the Company.

[*The remainder of this page is intentionally left blank.*]

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

AMCI ACQUISITION CORP. II

By: _____
Name: [●]
Title: [●]

[Signature Page to Company Stockholder Support Agreement]

STOCKHOLDER

Name of Stockholder:

[●]

Signature:

If signed on behalf of an entity, include the following:
Name:
Title:

In all cases, include the following:

Address for Notice:
[●]

Email for Notice:
[●]

[Signature Page to Company Stockholder Support Agreement]

Exhibit A

[*Omitted*.]

Exhibit 10.4

SPONSOR SUPPORT AGREEMENT

This Sponsor Support Agreement (this "Agreement") is entered into on March 8, 2022, by and among AMCI Sponsor II LLC, a Delaware limited liability company (the "Sponsor"), AMCI Acquisition Corp. II, a Delaware corporation ("Acquiror"), LanzaTech NZ Inc., a Delaware corporation (the "Company"), and the Persons identified on Schedule I attached hereto (together with the Sponsor, the "Insider Holders"). Acquiror, the Insider Holders and the Company are sometimes collectively referred to herein as the "Parties," and each of them is sometimes individually referred to herein as a "Party." Certain terms used in this Agreement have the applicable meanings ascribed to them in Section 3.1.

RECITALS

WHEREAS, contemporaneously with the Parties' execution and delivery of this Agreement, Acquiror, Merger Sub and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation in the Merger and as a wholly owned Subsidiary of Acquiror;

WHEREAS, as of the date hereof, the Insider Holders are collectively the holders of record and the beneficial owners (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of (a) 3,750,000 shares of Class B common stock, par value $0.0001 per share, of Acquiror (the "Owned Shares") and (b) warrants to purchase 3,500,000 shares of Class A common stock, par value $0.0001 per share, of Acquiror, at an exercise price of $11.50 per share and issued to the Sponsor substantially concurrently with Acquiror's initial public offering (the "Private Placement Warrants"); and

WHEREAS, as an inducement to the willingness of Acquiror and the Company to enter into the Merger Agreement and to consummate the transactions contemplated thereby, the Parties desire to agree to certain matters as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
COVENANTS AND AGREEMENTS

Section 1.1 Redemption Related Forfeiture. Each Insider Holder hereby agrees that, if any Acquiror Share Redemptions occur and the Redemption Percentage resulting therefrom is more than 50%, then immediately prior to the Closing, subject only to the occurrence of the Closing, such number of Promote Shares (rounded down to the nearest whole share) equal to the applicable Forfeited Promote Shares shall be forfeited by the Insider Holders, with each Insider Holder having forfeited such Insider Holder's Promote Shares Pro Rata Percentage of the Forfeited Promote Shares. Acquiror shall be authorized, and each Insider Holder hereby authorizes Acquiror to, on behalf of each such Insider Holder, deem surrendered, forfeited and transferred, and to take all actions as may be necessary to cancel, such Insider Holder's Forfeited Promote Shares, and each such Insider Holder shall take any action reasonably necessary or reasonably requested by Acquiror, in each case to allow Acquiror to effect such forfeiture of the applicable Forfeited Promote Shares. For the avoidance of doubt, if the Redemption Percentage is 50% or less, no forfeiture of the Promote Shares shall be effected pursuant to this Section 1.1.

Section 1.2 Restrictions on Transfer.

(a) From the date hereof until the earlier of (i) the Closing and (ii) the valid termination of this Agreement pursuant to Section 3.3, no Insider Holder (and any other Person to which any Covered Security is Transferred) shall, directly or indirectly, Transfer any of the Covered Securities legally or beneficially owned by him, her or it, other than in accordance with Section 1.3. In the event that any Insider Holder (or any other Person to which any Covered Security is Transferred) Transfers any Covered Security prior to the Closing, Acquiror shall amend Schedule I hereto promptly thereafter (and, in any event, prior to the Closing) to reflect such Transfer.

(b) The Parties acknowledge and agree that (i) notwithstanding anything to the contrary herein, all Covered Securities beneficially owned by any Insider Holder (or any Person to which any Covered Security is Transferred) will remain subject to any restrictions on Transfer under all applicable securities laws and all rules and regulations promulgated thereunder, and (ii) any purported Transfer of any Covered Security in violation of this Agreement will be null and void *ab initio*.

Section 1.3 Exceptions to Restrictions on Transfer. Notwithstanding anything to the contrary in Section 1.2(a), each Insider Holder will be permitted to Transfer Promote Shares or Private Placement Warrants:

(a) to any of Acquiror's officers or directors, any trust whose sole beneficiaries are the family members of an officer or director of Acquiror, or any family member of any of Acquiror's officers or directors, any affiliate of the Sponsor or to any members of the Sponsor;

(b) in the case of an individual, by gift to a member of such individual's immediate family or to a trust, the beneficiary of which is a member of such individual's immediate family, or to a charitable organization;

(c) in the case of an individual, by virtue of laws of descent and distribution upon death of such individual;

(d) in the case of an individual, pursuant to a qualified domestic relations order; or

(e) by virtue of the laws of the State of Delaware or the Sponsor's limited liability company agreement upon dissolution of the Insider Holder;

provided, however, that in the case of any of the foregoing clauses (a) through (e), these permitted Transferees must sign a counterpart to this Agreement becoming bound by all the terms set forth herein and enter into a written agreement with Acquiror agreeing to be bound by the transfer restrictions contained in the Letter Agreement and the other restrictions contained therein. For clarity, at the Closing, each Insider Holder will be permitted to Transfer, or otherwise forfeit in lieu of such Transfer, such number of Promote Shares as are required to be Transferred by such Insider Holder pursuant to the Anchor Investor Letter Agreements or the Non-Redemption Agreements, as the case may be; provided that such Transfer or forfeiture shall not conflict with such Insider Holder's obligations pursuant to Section 1.1.

Section 1.4 Sponsor Support Agreement.

(a) Subject to the earlier termination of this Agreement in accordance with Section 3.3, each Insider Holder, solely in such Person's capacity as a stockholder of Acquiror, irrevocably and unconditionally agrees in respect of all of the Insider Holder's Covered Securities, that, at the Acquiror Stockholders' Meeting or any other meeting of the stockholders of Acquiror (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof), and in connection with any written consent of stockholders of Acquiror, such Insider Holder shall:

(i) when such meeting is held, appear at such meeting or otherwise cause such Insider Holder's Covered Securities to be counted as present thereat for purposes of establishing a quorum;

(ii) vote (or validly execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of such Insider Holder's Covered Securities owned as of the record date for such meeting (or the date that any written consent is executed by such Insider Holder) in favor of each of the Transaction Proposals and each other matter required (or reasonably requested by the Company or Acquiror) to be approved or adopted by the stockholders of Acquiror in order to effect each of the Transaction Proposals; and

(iii) vote (or validly execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of such Insider Holder's Covered Securities against (A) any Business Combination Proposal and (B) any other action that would reasonably be expected to (1) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement, (2) to the knowledge of such Insider Holder, result in a material breach of any covenant, representation or warranty or other obligation or agreement of Acquiror under the Merger Agreement or (3) result in a material breach of any covenant, representation or warranty or other obligation or agreement of such Insider Holder contained in this Agreement.

The obligations of each Insider Holder specified in this Section 1.4(a) shall apply whether or not any of the Transaction Proposals is recommended by the Acquiror Board and whether or not the Acquiror Board has previously recommended any of the Transaction Proposals but changed such recommendation.

(b) From the date hereof until the earlier of (i) the Closing or (ii) the valid termination of this Agreement pursuant to Section 3.3, each Insider Holder will comply with and fully perform all of its covenants and agreements set forth in the Letter Agreement, and each Insider Holder shall not amend, restate, supplement or otherwise modify, or cause Acquiror to amend, restate, supplement or otherwise modify or waive, any provision of the Letter Agreement without the prior written consent of the Company other than as provided herein.

Section 1.5 No Inconsistent Agreement. Each Insider Holder hereby covenants and agrees that such Insider Holder shall not, at any time prior to the termination of this Agreement pursuant to Section 3.3, (a) enter into any voting agreement or voting trust with respect to any of such Insider Holder's Covered Securities that is inconsistent with such Insider Holder's obligations pursuant to this Agreement, (b) grant a proxy or power of attorney with respect to any of such Insider Holder's Covered Shares that is inconsistent with such Insider Holder's obligations pursuant to this Agreement or (c) enter into any Contract or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent him, her or it from satisfying, his, her or its obligations pursuant to this Agreement.

Section 1.6 Disclosure. Each Insider Holder hereby authorizes each of the Company and Acquiror to publish and disclose, in any announcement, filing or disclosure required to be made by any Governmental Order or other applicable Law or the rules of any national securities exchange or as requested by the SEC, such Insider Holder's identity and ownership of Covered Securities and such Insider Holder's obligations under this Agreement. No Insider Holder nor any of his, her or its Affiliates (other than Acquiror) shall issue any press release or make any other public announcement or public statement with respect to this Agreement, the Merger Agreement or any of the transactions contemplated hereby or thereby (each, a "Public Communication"), without the prior written consent of Acquiror and the Company (which consent may be withheld in Acquiror's or the Company's sole discretion), except (a) as required by applicable Law or any Governmental Authority of competent jurisdiction (including pursuant to any court process), in which case the Insider Holder shall provide each of Acquiror and the Company and their respective legal counsel with a reasonable opportunity to review and comment on such Public Communication (solely with respect to such portions that relate to this Agreement, the Merger Agreement or the transactions contemplated hereby or thereby) in advance of its issuance and shall give reasonable and good faith consideration to any such comments or (b) with respect to a Public Communication that is consistent with prior disclosures by Acquiror and the Company; provided that the foregoing shall not apply to any disclosure required to be made by such Insider Holder to a Governmental Authority so long as such disclosure is consistent with the terms of this Agreement and the Merger Agreement and the disclosures made by the Company and Acquiror pursuant to the terms of the Merger Agreement.

Section 1.7 Non-Solicitation. From the date hereof until the earlier of (a) the Closing or (b) the valid termination of this Agreement pursuant to Section 3.3, no Insider Holder shall, and each Insider Holder shall cause his, her or its controlled Affiliates not to, and shall use reasonable best efforts to cause his, her or its and their Representatives not to, (i) approve, endorse, recommend or make any proposal or offer that constitutes a Business Combination Proposal, (ii) initiate, solicit, enter into or continue discussions, negotiations or transactions with, or respond to any inquiries or proposals by, any Person with respect to, a Business Combination Proposal (other than to inform such Person of the Insider Holder's obligations pursuant to this Section 1.7), (iii) enter into any acquisition agreement, business combination agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Business Combination Proposal, in each case, other than to or with the Company and its Representatives, (iv) otherwise knowingly encourage or facilitate any such inquiries, proposals, discussions, or negotiations or (v) resolve or agree to do any of the foregoing. Each Insider Holder also agrees that immediately following the execution of this Agreement he, she or it shall, and shall instruct each of his, her or its Representatives, its Affiliates and their respective Representatives to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to a Business Combination Proposal (other than the Company and its Representatives).

Notwithstanding anything in this Agreement to the contrary, (x) each Insider Holder shall not be responsible for the actions of Acquiror or the Acquiror Board (or any committee thereof), any Subsidiary of Acquiror, or any officers, directors (in their capacity as such), employees and professional advisors of any of the foregoing (collectively, the "Acquiror Related Parties"), (y) each Insider Holder makes no representations or warranties with respect to the actions of any of the Acquiror Related Parties and (z) any breach by Acquiror of its obligations under Section 8.4 of the Merger Agreement shall not in itself be considered a breach of this Section 1.7 (it being understood that, for the avoidance of doubt, such Stockholder shall remain responsible for his, her or its breach of this Section 1.7 or any breach of this Section 1.7 by his, her or its Representatives (other than any such Representative that is acting in its capacity as an Acquiror Related Party)).

Section 1.8 Waivers.

(a) Each Insider Holder hereby irrevocably waives (for himself, herself or itself and for his, her or its successors, heirs and assigns), to the fullest extent permitted by applicable Law and the Governing Documents of Acquiror, and agrees not to assert or perfect, any rights to adjustment, anti-dilution or other protection or right with respect to the Acquiror Class B Shares that would result in the Acquiror Class B Shares converting into any other Acquiror Common Share in connection with any of the transactions contemplated by the Merger Agreement or any Ancillary Agreement (including the PIPE Investment and the Merger) at a ratio greater than one-for-one (including the provisions of Section 4.3(b) of Acquiror's Amended and Restated Certificate of Incorporation). The waiver specified in this Section 1.8(a) will be applicable only in connection with the transactions contemplated by the Merger Agreement or any Ancillary Agreement (or any issuance of Equity Securities of Acquiror issued in connection with the transactions contemplated by the Merger Agreement or any Ancillary Agreement) and will be void and of no force and effect if the Merger Agreement is validly terminated for any reason prior to the Closing.

(b) Each Insider Holder hereby irrevocably and unconditionally agrees not to elect to redeem any Acquiror Common Share in an Acquiror Share Redemption or otherwise.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Insider Holders. Each Insider Holder represents and warrants to Acquiror and the Company as follows:

(a) Organization; Due Authorization. If such Insider Holder is not an individual, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such Insider Holder's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational actions on the part of such Insider Holder. If such Insider Holder is an individual, such Insider Holder has full legal capacity, right and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Insider Holder and, assuming due authorization, execution and delivery by the other Parties, this Agreement constitutes a legally valid and binding obligation of such Insider Holder, enforceable against such Insider Holder in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into this Agreement on behalf of the applicable Insider Holder.

(b) Ownership. As of the date hereof, such Insider Holder is the sole holder of record and beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of, and has good title to, the number of Acquiror Common Shares and the number of Private Placement Warrants set forth opposite such Insider Holder's name in the columns titled "Acquiror Common Shares" and "Private Placement Warrants," respectively, in Schedule I hereto (such Acquiror Common Shares and such Private Placement Warrants, collectively, such Insider Holder's "Owned Securities"). As of the date hereof, such Insider Holder does not own of record or beneficially (or have any right, option or warrant to acquire) any Equity Security of Acquiror (or any indebtedness convertible into or exercisable or exchangeable for any Equity Security of Acquiror), other than such Insider Holder's Owned Securities. As of the date hereof, and except as provided in this Agreement, Acquiror's Governing Documents, the Merger Agreement, the Letter Agreement, the Anchor Investor Letter Agreements or applicable securities Laws, such Insider Holder (i) has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein with respect to such Insider Holder's Covered Securities, (ii) has not entered into any voting agreement or voting trust, and has no knowledge and is not aware of any such voting agreement or voting trust in effect, with respect to any of such Insider Holder's Covered Securities that is inconsistent with such Insider Holder's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of such Insider Holder's Covered Securities that is inconsistent with such Insider Holder's obligations pursuant to this Agreement, and has no knowledge and is not aware of any such proxy or power of attorney in effect, and (iv) has not entered into any Contract or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent him, her or it from satisfying, his, her or its obligations pursuant to this Agreement and has no knowledge and is not aware of any such Contract or undertaking.

(c) Governmental Authorizations. Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by such Insider Holder from, or to be given by such Insider Holder to, or be made by such Insider Holder with, any Governmental Authority in connection with the execution, delivery and performance by such Insider Holder of this Agreement, the consummation of the transactions contemplated hereby or the Merger or the other transactions contemplated by the Merger Agreement.

(d) No Conflicts. The execution and delivery of this Agreement by such Insider Holder does not, and the performance by such Insider Holder of its obligations hereunder will not, (i) if such Insider Holder is not an individual, conflict with or result in a violation of the Governing Documents of such Insider Holder, (ii) with or without notice, lapse of time or both, constitute or result in a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, or the creation, modification or acceleration of any obligations under, any Contract binding upon such Insider Holder (including the Anchor Investor Letter Agreements), in each case in a manner that would reasonably be expected to prevent or materially delay or materially impair such Insider Holder's ability to perform his, her or its obligations hereunder or to consummate the transactions contemplated by this Agreement, the consummation of the Merger or any other transaction contemplated by the Merger Agreement, or (iii) conflict with or violate any Law to which such Insider Holder is subject, (iv) require any consent, approval or authorization of, declaration, filing or registration with, or notice to, any Person, in each case the absence of which would reasonably be expected to prevent or materially delay or materially impair such Insider Holder's ability to perform his, her or its obligations hereunder or to consummate the transactions contemplated by this Agreement, the consummation of the Merger or any other transaction contemplated by the Merger Agreement, or (v) constitute or result in the creation of any Lien on such Insider Holder's Covered Securities, except for any Lien under applicable securities Laws.

(e) Litigation. There is no Action pending against such Insider Holder or, to the knowledge of such Insider Holder, threatened against such Insider Holder, and such Insider Holder is not a party to or subject to the provisions of any Governmental Order, in each case, that challenges all or any part of this Agreement or any of the transactions contemplated hereby, or that seeks to, or would reasonably be expected to, prevent, enjoin or materially delay the performance by such Insider Holder of its, his or her obligations under this Agreement.

(f) Brokerage Fees. Except as disclosed in Section 6.15 of the Acquiror Disclosure Letter, no financial advisor, investment banker, broker, finder or other similar intermediary is entitled to any fee or commission in connection with the Merger Agreement, this Agreement or any other Ancillary Agreement, or any of the transactions contemplated hereby or thereby, in each case, based upon any agreement or arrangement made by, or, to the knowledge of such Insider Holder, on behalf of, such Insider Holder for which Acquiror, the Company or any of the Company's Subsidiaries would have any obligation.

(g) Affiliate Arrangements. Except as disclosed in the prospectus, dated August 3, 2021, filed in connection with Acquiror's initial public offering, neither any Insider Holder nor any of its Affiliates or any member of its immediate family (i) is party to, or has any rights with respect to or arising from, any material Contract with Acquiror or any of its Subsidiaries or (ii) is (or will be) entitled to receive from Acquiror, the Company or any of their respective Subsidiaries any finder's fee, reimbursement, consulting fee, monies or consideration in the form of equity in respect of any repayment of a loan or other compensation prior to, or in connection with, any services rendered in order to effectuate the consummation of Acquiror's initial Business Combination (regardless of the type or form of such transaction, but including, for the avoidance of doubt, the Merger).

(h) Acknowledgment. Such Insider Holder has read this Agreement and has had the opportunity to consult with its tax, legal and other advisors regarding this Agreement and the transactions contemplated hereby.

ARTICLE III
MISCELLANEOUS

Section 3.1 Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Acquiror" has the meaning set forth in the preamble hereto.

"Agreement" has the meaning set forth in the preamble hereto.

"Anchor Investor Letter Agreements" means the agreements entered into by and among Nimesh Patel, Brian Beem, Patrick Murphy, Hans Mende, AMCI Group, LLC Series 35 and certain anchor investors relating to an expression of interest by such anchor investors to acquire certain Acquiror Common Shares.

"Company" has the meaning set forth in the preamble hereto.

"Covered Securities" means, with respect to any Insider Holder, (i) all of such Insider Holder's Owned Securities and (ii) all other Equity Securities of Acquiror of which such Insider Holder acquires beneficial ownership (whether pursuant to any dividend, distribution, combination, split, subdivision, conversion, exchange, transfer, sale, cancelation, repurchase, redemption, reclassification or other change to, or transaction in, any Equity Security or otherwise), after the date hereof but before the Closing.

"Forfeited Promote Shares" means a number of the Promote Shares equal to the product of (i) one third ($^1/_3$) of the Promote Shares multiplied by (ii) a percentage equal to the product of (A) (1) the Redemption Percentage *minus* 50% *multiplied by* (B) two (2). An illustrative example setting forth the calculation of the Forfeited Promote Shares is set forth on Exhibit A attached hereto.

"immediate family" has the meaning ascribed to such term in Rule 16a-1 promulgated under the Exchange Act.

"Letter Agreement" means the agreement entered into by and between Acquiror, Evercore Group L.L.C., as representatives of the several underwriters, Sponsor, AMCI Group, LLC Series 35 and certain officers and directors of Acquiror, dated as of August 3, 2021, relating to the underwriting of Acquiror's initial public offering.

"Merger Agreement" has the meaning set forth in the recitals hereto.

"Owned Securities" has the meaning set forth in Section 2.1(b).

"Owned Shares" has the meaning set forth in the recitals hereto.

"Parties" and "Party" have the meaning set forth in the recitals hereto.

"Private Placement Warrants" has the meaning set forth in the recitals hereto.

"Promote Shares" means the Owned Shares (of which 3,750,000 shares are outstanding) or any other Equity Securities of Acquiror into which such Owned Shares are converted.

"Promote Shares Pro Rata Percentage" means, with respect to any Insider Holder, the percentage set forth opposite such Insider Holder's name in the column titled "Promote Shares Pro Rata Percentage" on Schedule I (as it may be amended from time to time prior to the Closing).

"Public Communication" has the meaning set forth in Section 1.6.

"Redemption Percentage" means the percentage calculated as the quotient (expressed as a percentage) of (i) the aggregate number of Acquiror Class A Shares that are the subject of Acquiror Share Redemptions (that are not withdrawn) *divided by* (ii) the total number of issued and outstanding Acquiror Class A Shares immediately prior to the Effective Time and without giving effect to any such Acquiror Share Redemption.

"Sponsor" has the meaning set forth in the preamble.

"Transfer" means the (i) sale of, assignment, exchange, conveyance, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, or other transfer or disposition, whether direct or indirect, whether or not for value, and whether or not by operation of law (including by merger, consolidation or otherwise), including any transfer of a Covered Security to a broker or other nominee (with or without a corresponding change in beneficial ownership) and any transfer of voting control of such Covered Security, (ii) establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the SEC promulgated thereunder with respect to, any security, (iii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, (iv) entry into any Contract providing for any transaction contemplated by the preceding clauses (i) through (iii), or (v) public announcement of any intention to effect any transaction specified in clauses (i) through (iv).

Section 3.2 Construction. This Agreement and all of its provisions shall be interpreted in accordance with Section 1.2 of the Merger Agreement, the provisions of which are incorporated herein by reference as if set forth herein, *mutatis mutandis*.

Section 3.3 Termination. This Agreement and all of its provisions shall automatically terminate and be of no further force or effect (a) upon the termination of the Merger Agreement in accordance with its terms or (b) as mutually agreed in writing by the Parties in accordance with Section 3.5. Upon any valid termination of this Agreement, all obligations of the Parties hereunder shall terminate, without any Liability or other obligation on the part of any Party to any Person in respect of this Agreement or the transactions contemplated hereby, and no Person shall have any claim or right against any Party, whether in contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Agreement shall not relieve any Party from any Liability arising in respect of any breach of this Agreement prior to such termination. This Article III shall survive the termination of this Agreement.

Section 3.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall (a) be assigned by any of the Insider Holders in whole or in part (whether by operation of Law or otherwise) without the prior written consent of Acquiror and the Company or (b) be assigned by Acquiror or the Company in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the Company or the Acquiror, respectively, and the applicable Insider Holder. Any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and permitted assigns.

Section 3.5 Amendment. Subject to Section 3.3, this Agreement may not be amended, restated, supplemented or otherwise modified, except upon the execution and delivery of a written agreement providing therefor by Acquiror, the Company, each Insider Holder and any other Person to which any Owned Share or Private Placement Warrant has been Transferred in accordance with Section 1.2 and Section 1.3.

Section 3.6 Waiver. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies otherwise available to the Parties. No waiver of any right, power or privilege hereunder shall be valid unless it is set forth in a written instrument executed and delivered by the Party to be charged with such waiver.

Section 3.7 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties and their respective heirs, successors and permitted assigns, any right or remedy under or by reason of this Agreement.

Section 3.8 Notices. All notices and other communications under this Agreement between the Parties shall be in writing and shall be deemed to have been duly given, delivered and received (a) when delivered in person, (b) when delivered after posting in the U.S. mail, having been sent registered or certified mail, return receipt requested, postage prepaid, (c) when delivered by FedEx or another nationally recognized overnight delivery service or (d) when delivered by email (provided that, if receipt has not been confirmed (excluding any automated reply, such as an out-of-office notification) then a copy shall be dispatched in the manner described in the preceding clause (c) no later than 24 hours after such delivery by email) addressed as follows:

If to Acquiror prior to the Effective Time, to:

AMCI Acquisition Corp. II
600 Steamboat Road
Greenwich, CT 06830
Attn: Nimesh Patel
E-mail: [***]

and

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attn: Emery Choi, Oliver Wright and Elliot Smith
E-mail: [***], [***] and [***]

If to Acquiror following the Effective Time or to the Company, to:

LanzaTech NZ, Inc.
8045 Lamon Avenue, Suite 400
Skokie, IL 60077
Attention: Mark Burton
Email: [***]

with copies (which shall not constitute notice) to:

Covington & Burling LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, CA 94105
Attention: Denny Kwon
Email: [***]

and

Covington & Burling LLP
3000 El Camino Real
5 Palo Alto Square, 10th Floor
Palo Alto, CA 94306
Attention: Scott A. Anthony
Email: [***]

If to an Insider Holder, to the email address set forth below such Insider Holder's name in Schedule I

with copies (which shall not constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attn: Emery Choi, Oliver Wright and Elliott Smith
E-mail: [***], [***] and [***]

Section 3.9 Other Provisions. The provisions set forth in each of Sections 12.6 (*Governing Law*), 12.13 (*Severability*), 11.14 (*Jurisdiction; Waiver of Trial By Jury*) and 12.15 (*Enforcement*) of the Merger Agreement are incorporated herein by reference as if set forth herein, *mutatis mutandis*.

Section 3.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior understandings, agreements and representations by or among the Parties hereto to the extent they relate in any way to the subject matter hereof.

Section 3.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 3.12 Capacity as a Stockholder. Notwithstanding anything herein to the contrary, each Insider Holder signs this Agreement solely in such Insider Holder's capacity as a stockholder of Acquiror, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions of the Insider Holder or any Affiliate, employee or designee of the Insider Holder or any of their respective Affiliates in his or her capacity, if applicable, as an officer or director of Acquiror or any other Person.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed as of the date first written above.

INSIDER HOLDERS

SPONSOR:

AMCI SPONSOR II LLC

By: /s/ Nimesh Patel
Name: Nimesh Patel
Title: Chief Executive Officer

AMCI Group, LLC Series 35

By: /s/ Hans Mende
Name: Hans Mende
Title: Authorized Signatory

/s/ Nimesh Patel
Name: Nimesh Patel

/s/ Brian Beem
Name: Brian Beem

/s/ Patrick Murphy
Name: Patrick Murphy

/s/ Walker Woodson
Name: Walker Woodson

/s/ Kate Burson
Name: Kate Burson

/s/ Adrian Paterson
Name: Adrian Paterson

/s/ Mark Pinho
Name: Mark Pinho

/s/ Jill Watz
Name: Jill Watz

/s/ Morgan Holmes
Name: Morgan Holmes

/s/ Henry Copses
Name: Henry Copses

ACQUIROR:

AMCI ACQUISITION CORP. II

By: /s/ Nimesh Patel
Name: Nimesh Patel
Title: Chief Executive Officer

[Signature Page of Sponsor Support Agreement]

COMPANY:

LANZATECH NZ, INC.

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

[Signature Page to Sponsor Support Agreement]

Schedule I

Acquiror Common Shares and Private Placement Warrants

[*Omitted*.]

[*Schedule I of Sponsor Support Agreement*]

Exhibit A

Illustrative Promote Shares Forfeiture Schedule

Redemption Percentage	100%	90%	80%	70%	60%	51%	50%
# of Promote Shares Forfeited (assuming 3,750,000 Promote Shares outstanding)	1,250,000	1,000,000	750,000	500,000	250,000	25,000	0

[*Exhibit A of Sponsor Support Agreement*]

Exhibit 10.5

FORM OF LOCK-UP AGREEMENT

_____, 2022

LanzaTech NZ, Inc.
AMCI Acquisition Corp. II
Re: Lock-up Agreement

Ladies and Gentlemen:

This letter (this "***Letter***") is being delivered to LanzaTech NZ, Inc., a Delaware corporation ("***LanzaTech***"), and LanzaTech Global, Inc. (formerly known as AMCI Acquisition Corp. II), a Delaware corporation (the "***Company***"), in accordance with the Agreement and Plan of Merger, dated as of March 8, 2022 (as it may be amended or supplemented from time to time, the "***Merger Agreement***"), entered into by and among the Company, AMCI Merger Sub, Inc., a Delaware corporation, and LanzaTech. Capitalized terms used but not otherwise defined in this Letter shall have the meanings ascribed thereto in the Merger Agreement.

In order to induce the Company and LanzaTech to proceed with the transactions contemplated in the Merger Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees with LanzaTech and the Company as follows:

1. Definitions.

The following terms shall, for all purposes of this Letter, have the respective meanings set forth below:

"***Affiliate***" means, with respect to any specified person, any other person or entity that, directly or indirectly, is controlled by such specified person, whether through one or more intermediaries or otherwise. The term "***control***" (including the term "***controlled by***") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall mean common stock of the Company, par value $0.0001 per share.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"***Lock-up Period***" shall mean the period beginning on the date of the Closing and ending on: (a) if the undersigned is a director or officer of LanzaTech on the date hereof, then, with respect to the undersigned and his or her Permitted Transferees, the earlier of (i) the date that is 12 months from the date of the Closing, (ii) such time when the closing price of the Common Stock shall have equaled or exceeded $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the date of the Closing, and (iii) the date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction after the date of the Closing that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property, and (b) if the undersigned is an employee (but not a director or officer) of LanzaTech or a subsidiary of LanzaTech on the date hereof (an "***Employee***"), then, with respect to the undersigned and his or her Permitted Transferees, the date that is six months from the date of the Closing.

"***Permitted Transfer***" shall mean a Transfer of shares of Common Stock or Related Securities (a) to any Affiliate of the undersigned, (b) by gift to a member of the immediate family of the undersigned (for purposes of this Letter, "immediate family" shall mean any of the following: such person's spouse, the siblings of such person, the siblings of such person's spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and of such person's spouse and of such person's siblings) or to a trust, the beneficiary of which is the undersigned or a member of the immediate family of the undersigned, or to a charitable organization, (c) by virtue of laws of descent and distribution upon death of the undersigned, (d) pursuant to a qualified domestic relations order, or (e) in connection with the Company's liquidation, merger, capital stock exchange, reorganization, tender offer, exchange offer or other similar transaction after the date hereof which results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property; provided, however, that in the case of clauses (a) through (e), the applicable transferee(s) must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions herein and the other restrictions contained in this Letter.

"***Permitted Transferee***" shall mean the applicable transferee of any shares of Common Stock or Related Securities pursuant to a Permitted Transfer.

"***Related Securities***" shall mean any options or warrants or other rights to acquire shares of Common Stock or any securities exchangeable or exercisable for or convertible into shares of Common Stock, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into shares of Common Stock.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

2. Lock-up.

a. The undersigned, on behalf of himself or herself and any of his or her Affiliates, agrees not to Transfer, in whole or in part, his or her shares of Common Stock or Related Securities, whether (i) held by the undersigned or an Affiliate of the undersigned immediately following the Closing or issuable to the undersigned or an Affiliate of the undersigned pursuant to the Merger Agreement and (ii) any such transaction is to be settled by delivery of shares of Common Stock or Related Securities or other securities, in cash or otherwise, during the Lock-up Period applicable to the undersigned. Notwithstanding the foregoing, during the applicable Lock-up Period: (A) the undersigned may Transfer his or her shares of Common Stock or Related Securities to any Permitted Transferee of the undersigned; provided that such Permitted Transferee shall enter into a written agreement, in substantially the form of this Letter (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the undersigned and not to the immediate family of the transferee), agreeing to be bound by these Transfer restrictions; (B) subject to applicable securities laws, the undersigned may Transfer shares of Common Stock or Related Securities for up to such number of shares of Common Stock or Related Securities to the Company for the purpose of satisfying any withholding taxes (including estimated taxes) due upon the exercise of any stock options or the vesting of any restricted shares, restricted stock units or similar equity awards granted by the Company to the undersigned; (C) subject to applicable securities laws and the terms of any applicable equity incentive plan or award agreement, as amended from time to time, the undersigned may Transfer shares of Common Stock or Related Securities to the Company for the purpose of effecting a "net settlement" or "net exercise" whereby the undersigned would Transfer shares of Common Stock or Related Securities to the Company to cover the total cost of exercise arising in connection with the exercise of any stock options or similar equity awards granted by the Company to the undersigned; and (D) if the undersigned is an Employee, the undersigned may Transfer shares of Common Stock or Related Securities in a number equal to 10% of the sum of (x) the shares of Common Stock or Related Securities held by the undersigned or which the undersigned has the right to receive pursuant to the Merger Agreement, in each case immediately following the Closing plus (y) any shares of Common Stock underlying any stock options, restricted shares, restricted stock units or similar equity awards granted by the Company to the undersigned and outstanding as of the date hereof.

b. If any Transfer prohibited by this Letter is made or attempted contrary to the provisions of this Letter, such purported Transfer shall be null and void *ab initio*, and the Company shall refuse to recognize any such purported transferee of the shares of Common Stock or Related Securities as one of its equity holders for any purpose. In order to enforce this, the Company may impose stop-transfer instructions with respect to the shares of Common Stock or Related Securities of the undersigned (and his or her permitted assigns, including Permitted Transferees) until the end of the applicable Lock-up Period.

c. For the avoidance of doubt, the undersigned shall retain all of his or her rights as a stockholder of the Company with respect to the shares of Common Stock during the Lock-up Period applicable to the undersigned, including the right to vote any shares of Common Stock that are entitled to vote.

3. Miscellaneous.

a. The undersigned hereby represents and warrants that the undersigned has full power and authority to execute and deliver this Letter and that this Letter constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Upon request, the undersigned will execute any additional documents necessary in connection with enforcement hereof. The undersigned may not assign this Letter or any of his or her rights, interests or obligations hereunder without the prior written consent of the Company. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. Any obligations of the undersigned shall be binding upon the successors and permitted assigns of the undersigned from and after the date hereof.

b. This Letter shall automatically terminate upon the earlier to occur of (i) the expiration of the applicable Lock-Up Period, (ii) the termination of the Merger Agreement and (iii) if the undersigned is an Employee, the termination of the employment relationship of the undersigned with LanzaTech or a subsidiary of LanzaTech.

c. This Letter may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by the undersigned and the Company.

d. This Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature Page Follows*]

Very truly yours,

Name: [ ]
Title: [ ]

[*Signature Page to Lock-up Agreement*]

Exhibit 99.1

LANZATECH NZ, INC., A MARKET-LEADING INNOVATOR IN CARBON CAPTURE & TRANSFORMATION, TO GO PUBLIC THROUGH BUSINESS COMBINATION WITH AMCI ACQUISITION CORP. II

- LanzaTech NZ, Inc. ("LanzaTech") has entered into a definitive merger agreement with AMCI Acquisition Corp. II ("AMCI") (Nasdaq: AMCI); upon closing, the combined company is expected to trade on Nasdaq under the ticker symbol "LNZA".
- Founded in 2005, LanzaTech is a leading Carbon Capture and Transformation ("CCT") company combining synthetic biology and engineering to transform waste carbon into materials and high-value products representing a total addressable market opportunity of over $1 trillion, including sustainable fuels, fabrics and packaging that people use in their daily lives.
- LanzaTech's CCT technology can provide a profitable pathway to achieving the decarbonization goals of participants in many industries, as CCT technologies are expected to increasingly be used within industrial sectors of the economy as a critical method used to reduce greenhouse gas ("GHG") emissions and meet mandates and climate goals.
- LanzaTech has amassed a list of well-known, blue-chip customers, investors and partners including ArcelorMittal, BASF, CITIC Capital, Coty, IndianOil Company, K1W1, Khosla Ventures, Lululemon, Mitsui & Co., LTD., New Zealand Superannuation Fund, Primetals Technologies, Qiming Ventures, Sekisui, Sinopec, Suncor Energy, Unilever, and Virgin Atlantic.
- LanzaTech spun out sustainable aviation fuel company, LanzaJet, in 2020, whose investors and funders include All Nippon Airways, British Airways, Mitsui & Co., LTD., Suncor Energy, Shell, and the Microsoft Climate Innovation Fund.
- The transaction is expected to raise gross proceeds of approximately $275 million, comprised of AMCI's $150 million of cash held in trust (assuming no redemptions by AMCI's public stockholders) and a committed common equity PIPE of approximately $125 million, at $10.00 per share, by investors AMCI, ArcelorMittal, BASF, K1W1, Khosla Ventures, Mitsui & Co., LTD., New Zealand Superannuation Fund, Oxy Low Carbon Ventures LLC, Primetals Technologies, SHV Energy and Trafigura.
- LanzaTech stockholders will roll 100% of their equity holdings into common stock of the new public combined company in exchange for their LanzaTech shares.
- Proceeds raised from the transaction are expected to fund the execution of LanzaTech's business plan, accelerate commercial operations, fund capital requirements associated with development projects in which LanzaTech has chosen to participate with partners and continued technological innovation.
- The transaction implies a combined pro forma enterprise value of approximately $1.8 billion and a pro forma equity value of approximately $2.2 billion, and is expected to close in the third quarter of 2022, subject to, among other things, approval by AMCI's stockholders and LanzaTech's stockholders and the satisfaction or waiver of other customary closing conditions.

Chicago, IL and Greenwich, CT (March 8, 2022) - LanzaTech NZ, Inc. ("LanzaTech"), an innovative Carbon Capture and Transformation ("CCT") company that transforms waste carbon into materials such as sustainable fuels, fabrics, packaging and other products that people use in their daily lives, and AMCI Acquisition Corp. II ("AMCI") (Nasdaq: AMCI), a publicly-traded special purpose acquisition company, today announced that they have agreed to combine through a business combination transaction.

Upon closing of the transaction, the combined company will be renamed LanzaTech Global, Inc. and its common stock is expected to be listed on Nasdaq under the ticker symbol "LNZA."

LanzaTech Helping Pave the Road to Net-Zero

Using a variety of waste feedstocks, LanzaTech's technology platform highlights a future where consumers are not dependent on virgin fossil feedstocks for everything in our daily lives. LanzaTech's goal is to challenge and change the way the world uses carbon, enabling a new circular carbon economy where carbon is reused rather than wasted, skies and oceans are kept clean, and pollution becomes a thing of the past. Upon consummation of the proposed business combination, LanzaTech is expected to be the first CCT company to access the public capital markets. Through technology and applications that are designed to touch multiple points of carbon use, LanzaTech believes it can offer a solution which could be a meaningful contributor to solving the global carbon crisis. LanzaTech's scalable technology is designed to enable participants in many industries to reduce their carbon footprint and overall environmental impact profitably and help end users replace materials made from virgin fossil resources with recycled carbon. LanzaTech helps customers create a more sustainable future by supporting customers' ESG goals and helping industries meet mandated emissions reduction targets.

LanzaTech's capital-light, licensing-driven business model not only enables LanzaTech to significantly accelerate the deployment of its patent-protected technology, but also creates a truly global opportunity set of customers unencumbered by geography. By licensing its technology to customers, LanzaTech provides an opportunity to drive significant progress toward sustainability goals.

LanzaTech's management believes that its proven commercialized technology has the potential to enable decarbonization in many of the world's most carbon intensive industries.

Management Commentary

Dr. Jennifer Holmgren, Chief Executive Officer of LanzaTech, commented, “We are showing the world what is possible when we radically rethink how we source, use and dispose of carbon. We are excited to be on this journey. We believe with AMCI that this is a transformative step in our quest to create a sustainable future for all, where everything can be made from recycled carbon.”

Nimesh Patel, Chief Executive Officer of AMCI Acquisition Corp. II, stated, “Our primary objective in forming AMCI Acquisition Corp. II was to partner with a disruptive company focused on decarbonizing the heavy industrial complex and transitioning the global energy mix to a lower carbon footprint. We are pleased to have found that partner in LanzaTech. LanzaTech is facilitating the creation of a circular economy where carbon can be reused rather than wasted through the adoption of its economically viable and scalable technology, designed to enable industrial users of carbon intensive inputs and raw materials to reduce their environmental impact and to replace materials made from virgin fossil fuel resources with recycled carbon. We are excited to partner with LanzaTech as it continues to scale its technology deployment and grow its business.”

Proven Technology Endorsed by Blue-Chip Partner and Customer Base

LanzaTech’s gas fermentation technology can provide a profitable pathway for solving the significant carbon problem of heavy industry. Since its inception in 2005, LanzaTech has worked diligently to validate its technology in the real-world industrial marketplace. In 2020, LanzaTech formed and spun out a new company, LanzaJet, to scale up production of sustainable aviation fuel. Both companies have built a roster of customers, partners and investors from a wide variety of industries that range from steel producers including ArcelorMittal and traditional energy companies such as Suncor Energy and Shell to aviation companies including All Nippon Airways, British Airways and Virgin Atlantic, illustrating a high degree of confidence and adoption across numerous industries. LanzaTech’s sustainable materials are also used in the manufacture of many everyday goods from well-known consumer brands such as Unilever and Lululemon. LanzaTech’s extensive network of customers and partners have committed approximately $800 million in the development of new facilities using LanzaTech’s technology, including two commercially operating plants and seven plants under construction. These new facilities are expected to bring on significant new production capacity in the future and serve as a major validation to potential future customers as the roster of these notable partners continues to grow.

Transaction Overview

The proposed business combination values LanzaTech at an implied $1.8 billion pro forma enterprise value. The combined company is expected to receive gross proceeds of approximately $275 million, comprised of AMCI's $150 million of cash held in trust (assuming no redemptions by AMCI's public stockholders) and a committed common equity PIPE of approximately $125 million, at $10.00 per share, by investors including AMCI, ArcelorMittal, BASF, K1W1, Khosla Ventures, Mitsui & Co., LTD., New Zealand Superannuation Fund, Oxy Low Carbon Ventures LLC, Primetals Technologies, SHV Energy and Trafigura. The boards of directors of AMCI and LanzaTech have approved the proposed transaction, which is expected to be completed in the third quarter of 2022, subject to, among other things, the approval by LanzaTech's stockholders and AMCI's stockholders and the satisfaction or waiver of other customary closing conditions.

Proceeds from the transaction are expected to fund acceleration in LanzaTech's commercial operations, capital requirements associated with development projects in which LanzaTech has chosen to participate with partners, and continued technological innovation. LanzaTech will continue to be based in Chicago, Illinois, and led by Dr. Jennifer Holmgren, Chief Executive Officer of LanzaTech, and other key members of LanzaTech's executive leadership.

Additional information about the proposed transaction, including a copy of the merger agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by AMCI with the Securities and Exchange Commission (the "SEC") and available at www.sec.gov.

Advisors

Evercore Group L.L.C. is serving as exclusive financial advisor to AMCI. Barclays Capital Inc. is serving as exclusive financial advisor and capital markets advisor to LanzaTech. Goldman Sachs & Co. LLC, Barclays Capital Inc. and Evercore Group L.L.C. are serving as placement agents for the PIPE transaction for AMCI. Evercore Group L.L.C. and Goldman Sachs & Co. LLC are serving as capital markets advisors to AMCI. White & Case LLP is serving as legal advisor to AMCI. Covington & Burling LLP is serving as legal advisor to LanzaTech. Ropes & Gray LLP is serving as legal advisor to the placement agents.

Investor Conference Call Information

LanzaTech and AMCI will host a joint investor conference call at 9:30 AM ET today, March 8, 2022, to discuss the proposed transaction. To listen to the prepared remarks via telephone, dial 1-877-407-0789 (U.S.) or 1-201-689-8562 (International), and an operator will assist you. A telephone replay will be available at 1-844-512-2921 (U.S.) or 1-412-317-6671 (International), passcode: 13727652, through March 22, 2022 at 11:59 PM ET. A transcript of this conference call can also be found on LanzaTech's investor page and will be filed by AMCI with the SEC.

About LanzaTech

LanzaTech harnesses the power of biology and big data to create climate-safe materials and fuels. With expertise in synthetic biology, bioinformatics, artificial intelligence and machine learning coupled with engineering, LanzaTech has created a platform that converts waste carbon into new everyday products that would otherwise come from virgin fossil resources. LanzaTech's first two commercial scale gas fermentation plants have produced over 30 million gallons of ethanol, which is the equivalent of offsetting the release of 150,000 metric tons of CO_2 into the atmosphere. Additional plants are under construction globally. LanzaTech is based in Illinois, USA.

About AMCI Acquisition Corp. II

AMCI Acquisition Corp. II is a blank check company formed for the purpose of effecting a merger with a business focused on decarbonizing the heavy industrial complex and transitioning the global energy mix to a lower carbon footprint. AMCI's sponsor is an affiliate of the AMCI group of companies. AMCI invests in and operates industrial businesses focused on natural resources, transportation, infrastructure, metals and energy. AMCI has now invested over $1.7 billion in 40 industrial companies and has an existing portfolio consisting of 21 companies located around the world. AMCI is led by Chief Executive Officer Nimesh Patel, President Brian Beem, and Chief Financial Officer Patrick Murphy.

Important Information About the Business Combination and Where to Find It

The proposed business combination will be submitted to stockholders of AMCI for their consideration. AMCI intends to file a registration statement on Form S-4 (the "Registration Statement") with the SEC that will include both a prospectus with respect to the combined company's securities to be issued in connection with the business combination and a proxy statement to be distributed to AMCI's stockholders in connection with AMCI's solicitation of proxies for the vote by its stockholders in connection with the business combination and other matters as described in the Registration Statement. AMCI urges its investors, stockholders and other interested persons to read, when available, the preliminary proxy statement/prospectus and any amendments thereto and the definitive proxy statement/prospectus, as well as other documents filed by AMCI with the SEC, because these documents will contain important information about AMCI, LanzaTech and the business combination. After the Registration Statement is declared effective, AMCI will mail the definitive proxy statement/prospectus to its stockholders as of a record date to be established for voting on the proposed business combination. Stockholders will also be able to obtain a copy of the Registration Statement, including the preliminary and definitive proxy statement/prospectus, once available, as well as other documents filed with the SEC regarding the business combination and other documents filed by AMCI with the SEC, without charge, at the SEC's website located at www.sec.gov or by directing a request to: AMCI Acquisition Corp. II, 600 Steamboat Road, Greenwich, CT 06830.

Participants in the Solicitation

AMCI and LanzaTech and their respective directors and executive officers may be considered participants in the solicitation of proxies with respect to the proposed business combination described in this press release under the rules of the SEC. Information about the directors and executive officers of AMCI is set forth in AMCI's final prospectus filed with the SEC on August 4, 2021 (the "AMCI IPO Prospectus"). Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of AMCI stockholders in connection with the proposed business combination will be set forth in the proxy statement/prospectus when it becomes available. Stockholders, potential investors and other interested persons should read the proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. These documents can be obtained free of charge from the sources indicated above.

Forward-Looking Statements

This press release includes forward-looking statements regarding, among other things, the plans, strategies and prospects, both business and financial, of AMCI and LanzaTech. These statements are based on the beliefs and assumptions of the management of AMCI and LanzaTech. Although AMCI and LanzaTech believe that their respective plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, neither AMCI nor LanzaTech can assure you that either 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, AMCI's or 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 the control of the parties, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors that may affect actual results or outcomes include, among others, factors relating to the proposed business combination, including the parties' ability to meet the closing conditions of the business combination; the uncertainty of the projected financial information with respect to LanzaTech; the level of AMCI stockholder redemptions, if any; the ability to realize the benefits expected from the business combination; and the ability to list and maintain such listing of the combined company's securities following the business combination; factors relating to the business, operations and financial performance of LanzaTech, including with respect to LanzaTech's development activities, industry partnerships and intellectual property rights; and other factors, such as market opportunities for the combined company, AMCI's or the combined company's ability to raise financing in the future, and the impacts of COVID-19 on the combined company's business; and those factors discussed under the heading "Risk Factors" in the AMCI IPO Prospectus, AMCI's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, and other documents of AMCI filed, or to be filed, with the SEC. New risk factors emerge from time to time and it is not possible to predict all such risk factors, nor can AMCI or LanzaTech assess the impact of all such risk factors on the businesses of AMCI and LanzaTech prior to the business combination, and the combined company following the business combination, 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 AMCI or LanzaTech or persons acting on their behalf are expressly qualified in their entirety by the foregoing cautionary statements. AMCI and LanzaTech prior to the business combination, and the combined company following the business combination, undertake 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.

Non-Solicitation

This press release is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities, in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended.

Contacts:

Media Contact - LanzaTech
Freya Burton, Chief Sustainability Officer
lanzatechPR@icrinc.com

Investor Relations Contact - LanzaTech
Omar El-Sharkawy
Director, Corporate Development
LanzatechIR@icrinc.com

AMCI Contact
Nimesh Patel
Chief Executive Officer
info@amcigroup.com

LanzaTech NZ, Inc. Combination with AMCI Acquisition Corp. II
Investor Conference Call Script
March 8, 2022

Omar El-Sharkawy– Director, Corporate Development, LanzaTech NZ, Inc.

Good morning, and welcome to the LanzaTech NZ, Inc. ("LanzaTech") and AMCI Acquisition Corp. II ("AMCI") investor conference call.

I want to remind everyone that this call may contain forward-looking statements including, but not limited to, LanzaTech and AMCI's expectations or predictions on financial and business performance and conditions, expectations, or assumptions regarding consummation of the proposed business combination between the parties, and LanzaTech's product development and performance. This also includes, but is not limited to, the timing of LanzaTech's development milestones, competitive and industry outlooks, and the timing and completion of the proposed business combination. Forward-looking statements are inherently subject to risks, uncertainties, and assumptions and are not a guarantee of performance. I encourage you to read the press release issued today and AMCI's filings with the SEC, including the Current Report on Form 8-K filed by AMCI today, which includes a copy of the investor presentation for a discussion of the risks that can affect the business combination on page 58-60 of the presentation, LanzaTech's business, and the business of the combined company after completion of the proposed business combination.

AMCI and LanzaTech are under no obligation and expressly disclaim any obligation to update, alter or otherwise revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

During this call, we will also be discussing adjusted EBITDA which is a non GAAP financial measure. Adjusted EBITDA is a metric that is not calculated in accordance with generally accepted accounting principles in the United States. Please see slide 57 of our investor presentation for a reconciliation of adjusted EBITDA to its most directly comparable financial measure calculated in accordance with GAAP.

I will now turn the call over to Dr. Jennifer Holmgren, Chief Executive Officer of LanzaTech. Please go ahead, Dr. Holmgren.

Dr. Jennifer Holmgren – CEO, LanzaTech NZ, Inc.

Good morning, it is a pleasure to be here, and thanks to everyone for joining us today. LanzaTech was founded 17 years ago by Dr. Sean Simpson and the late Dr. Richard Forster, with the goal of eliminating the need for virgin fossil carbon by changing the way the world uses carbon. Fossil carbon is in everything we use in our daily lives. It is not just in fuels and power, but in our clothes, cosmetics, toys and home goods. All of this starts life in a refinery based mostly on petroleum or natural gas. Unfortunately, in 2022 this carbon economy is not sustainable given our current understanding of the impact of emitted and waste carbon on our environment and climate. We absolutely must stop putting carbon into our atmosphere and to do that we need to change our entire carbon economy.

The best way to think about LanzaTech is as a business that enables a closed loop, circular carbon economy where carbon is reused rather than wasted. Through technology designed to touch all points of carbon use we believe we can offer a profitable solution to decarbonizing carbon intensive businesses, while providing sustainable raw materials to make the things we use in our daily lives.

Waste carbon is simply carbon that's already seen a primary use, such as emissions created during the steel making process that would traditionally be emitted into the atmosphere as CO2, and carbon found in solid waste streams like our daily trash.

How do we do this? It is a technology based on nature and mimics the original carbon recyclers – trees. Nature served as the inspiration for an amazing idea that became LanzaTech. We use a biocatalyst – a bacteria or microbe - which metabolizes carbon and produces useful chemicals. We like to make an analogy which compares our process to making beer via fermentation. Rather than yeast, we use bacteria and instead of sugar, we use waste carbon. I want you to stop for a second and consider this. We can transform a greenhouse gas into a range of materials that are traditionally made from petroleum.

The beauty of this process is that it is based on biology, which is inherently flexible. The flexibility allows us to use a variety of different waste streams, from industrial emissions to solid waste, including biomass residues and municipal solid waste. Over the past 17 years, we've developed the bacteria, the bioreactor and refined the technology. We have already proven the entire process with two commercial plants operating and several others in various stages of design and construction. In addition, our continued R&D innovations have enabled us to create custom microbes capable of producing new, differentiated products for our customers. It is thanks to this proven path to commercialization that we are able to be here today.

When we consider the potential uses for our technology, we come up with a potential total addressable market opportunity over $1.0 trillion.

I encourage you to review the investor presentation posted this morning on our website, as well as on AMCI’s EDGAR page on the SEC website. If you turn to slide number 7, you can see several examples of products made using ethanol derived from our fermentation process at a steel mill. The ethanol was converted to the chemical building blocks needed to make polyester yarn or PET for packaging. In the middle of that slide, you see a beautiful, recycled carbon dress that was available to buy during the recent holiday season. The PET packaging shown to the left is currently available in select stores in Europe. These recycled carbon bottles are food grade and can be used for beverages. We believe this is a significant milestone for sustainable packaging as food grade quality is difficult to achieve from traditional mechanically recycled PET.

Coral is a laundry detergent made by Unilever and this example is sold in Germany. Some of the ingredients used to make this detergent also originated as ethanol made from steel mill emissions.

Slide 7, also includes a photo taken after landing a commercial flight partially fueled by sustainable aviation fuel, produced from steel mill derived ethanol. The Virgin Atlantic flight went from Orlando, Florida to Gatwick Airport in London. LanzaJet, a company we founded in 2020 and retain a 25% ownership interest in, is now in the process of building a 9.5 million gallon per year commercial plant to convert ethanol to sustainable aviation fuel, with additional plants in development globally. The market for sustainable aviation fuel is expected to grow at a blistering pace, and we expect it will be under-served, absent a significant increase in supply capacity between now and the 2030 timeframe. Slide 12 of our investor presentation shows total demand for sustainable aviation fuel is expected to be approximately 10% of total global aviation fuel by 2030, or around 14 billion gallons. To meet that expected demand, current capacity for sustainable aviation fuel production must grow at a CAGR of over 80% between now and 2030. The attractive market fundamentals encouraged us to carve out LanzaJet as a separate entity and to look for outside investors to accelerate our growth and penetration into that market. As a result of our decision to form LanzaJet, we were able to attract several notable investors and funders who shared our enthusiasm for this market opportunity, including All Nippon Airways, British Airways, the Microsoft Climate Innovation Fund, Mitsui & Co., LTD., Suncor Energy and Shell.

As you can see from these examples, there are a significant number of applications for LanzaTech's technology. We believe that the true driving force behind wide scale adoption by significant industrial players is two-fold. First, and most importantly from the perspective of our industry partners, we believe the implementation of our technology is a profitable investment, with a robust return on invested capital. Second, we believe this investment in a sustainable supply-chain solution will allow customers to advance sustainability & ESG goals, as well as efforts to meet decarbonization mandates.

There is significant motivation on the part of industry to rapidly decarbonize their operations, as well as pressure from major institutional investors for companies to ramp up their ESG efforts. We believe companies understand the urgency to decarbonize their operations, and LanzaTech provides a proven, scalable, and profitable solution that we believe will enable them to do so.

And with that, I will pass it over to Nimesh Patel, CEO of AMCI Acquisition Corp II.

Nimesh Patel – CEO, AMCI Acquisition Corp. II

We are very excited to announce this transaction today between AMCI and LanzaTech. We launched AMCI Acquisition Corp II last year with the objective of partnering with a company focused on decarbonizing the heavy industry complex.

The heavy industry complex is an area that we at AMCI know well and have invested and operated in for decades. Since our founding in 1986, we have developed long standing relationships with the producers, transporters and consumers of a range of industrial raw materials. Over the last 18-24 months we have noted a dramatic shift in sentiment among many of these industrial partners, who have told us they recognize the need to urgently identify and invest in new pathways to decarbonize their existing industrial operations. However, the challenge for them is identifying a decarbonization solution that makes economic sense and can utilize existing infrastructure, without having to start from scratch.

In LanzaTech, we have identified a company that solves both of these problems by offering a profitable, bolt-on solution to the industrial economy, which is available today.

We believe this transaction will help LanzaTech accelerate the global deployment of its technology while providing the funding needed for the company to continue developing innovative carbon solutions for the future.

Notably, this transaction has attracted a number of new strategic investors. We believe bringing on additional strategic investors will accelerate LanzaTech's work globally, as well as bring core knowledge and expertise in carbon management to the company.

When we at AMCI think about LanzaTech, we identify several key attributes, which together, compelled us to partner with Jennifer and the team:

- First, LanzaTech has successfully commercialized a patented process to profitably transform waste carbon into a range of chemicals and fuels, representing a total addressable market opportunity of over $1 trillion. The fossil-fuel free chemicals produced by LanzaTech plants are in high demand from a wide range of end-users, including the consumer products and aviation sectors.

- Second, LanzaTech employs a licensing-based, capital light business model with long-tailed, recurring revenues. LanzaTech's licensing model enables the company to accelerate the rate of deployment of its technology – which is a key differentiator versus other public decarbonization companies who need to build plants themselves. This model has been successfully demonstrated by the $800 million that has already been invested by customers deploying LanzaTech's technology.

- Third, LanzaTech offers a highly compelling value proposition for its target market of customers and development partners. LanzaTech's biorefineries represent a scalable and profitable solution that not only achieves all these goals in very significant way, but each individual facility is profitable to build and operate.

- Finally, perhaps the most important aspect of LanzaTech's business in our assessment, is the fact that LanzaTech's technology is available today, on a fully commercial scale. The problem of decarbonizing heavy industry is not only a massive global challenge, but it is also an urgent one. LanzaTech has been at this for some 17 years now and has successfully proven that its process and patent-protected technology works across numerous feedstocks around the world.

- LanzaTech checks all the boxes we required in a target and as such, we believe LanzaTech is absolutely ready to be a public company.

We at AMCI are extremely excited to partner with LanzaTech in a transaction that will help unlock the company's full potential and enable the heavy industrial complex to achieve its decarbonization objectives.

With that, I will pass it over to Geoff Trukenbrod, Chief Financial Officer at LanzaTech, to discuss the company's financials and outlook.

Geoff Trukenbrod – Chief Financial Officer, LanzaTech NZ, Inc.

Thank you, Nimesh.

I will spend a few minutes discussing our business model and financial forecast. However, I still encourage everyone to review the full set of investor materials available on the Investor section of our website.

LanzaTech's business model consists of three interrelated and complementary segments including the licensing of our Carbon Capture & Transformation, or CCT technology, our CarbonSmart marketing business and our Joint Development & Contract Research Business.

We expect our core CCT licensing business to make up most of our revenues in the near future. This capital-light model enables us to partner with customers on the development of their own gas fermentation facilities, accelerating the spread of our technology across a wide variety of feedstocks, and geographies. As a licensor and services provider, we structure our agreements to provide engineering and startup services and key components of the overall equipment package that are based on our proprietary designs and integrations. Once fully operational, recurring revenues are generated from royalties on the offtake, ongoing supply of microbes and media, as well as software, monitoring and analytics support.

The second business unit is our CarbonSmart business, which is about off taking from these biorefining facilities in order to use that offtake as building blocks to the sustainable materials and products that our consumer facing partners need in their supply chains. As it relates to the previous examples referenced by Jennifer, this could include PET fibers for our apparel partners such as Lululemon, surfactants for Unilever's detergents, or PET for food grade bottles. In this unit of the business, our revenues are based on fees associated with the marketing of the product, as well as margin we can capture above the offtake price.

Finally, the third unit of our business is our Joint Development and Contract Research business. The demand for additional CarbonSmart products and chemicals is a natural driver of this business unit as our synthetic and computational biology capabilities enable us to work with partners interested in developing new strains of the microbe. These new strains can be deployed in existing biorefining facilities to produce alternative chemicals and materials that our partners can employ in their manufacturing processes. We are partnering with these companies to develop novel microbes for them that we anticipate will then in turn drive growth in demand for additional bio refining capacity.

As a licensor, a typical plant deployment provides LanzaTech with a variety of one-time, as well as long term recurring revenue streams with strong gross margins throughout the life of the facilities developed (design basis is 20 years).

From the perspective of the partner, the attractive unit economics offered by developing one of these facilities is expected to be one of the most important drivers of broad adoption of our technology - we believe it provides our partners who choose to employ LanzaTech technology as a part of their decarbonization efforts with the ability to turn that carbon problem into a profit center and to achieve compelling returns on their investment. We believe that with LanzaTech's technology, our partners can significantly reduce their carbon footprint, advance sustainability & ESG goals and facilitate compliance with mandates and legislation, all in a profitable manner with a robust ROI. This is all based on the current set of expected costs, capital requirements and available incentives. In addition, through ongoing innovation, we expect to continue to bring down current plant capex and opex levels, improving customer project level economics, making each project just that much more compelling and ultimately accelerating the licensing of our technology.

Moving to our financials. We expect significant revenue growth from a robust pipeline of identified and validated project opportunities. In addition, we expect that our investments in select development opportunities with partners will provide access to additional offtake for our CarbonSmart and SAF businesses, and diversify the deployments of our technology across other feedstocks and geographies, driving accelerated adoption of our technology and further expansion of the pipeline.

We are forecasting 2022 revenue of $65 million, with strong gross margins today and a robust growth profile expected in the years ahead. We expect to turn adjusted EBITDA positive during 2023 and generate total adjusted EBITDA of $80 million in 2024 with a significant uptick to over $250 million in 2025 and beyond. By 2025, we expect continued robust growth to generate significant free cash flow, along with ongoing, meaningful margin expansion as royalties and dividends become a greater share of our revenue mix and we gain additional operating leverage via increased scale.

We are very proud and excited about this transaction. This business combination values LanzaTech at an implied pro forma enterprise value of $1.8 billion, prior to any potential redemptions by AMCI stockholders. The boards of directors of AMCI and LanzaTech have approved the proposed transaction, which is expected to be completed in the third quarter of 2022, subject to, among other things, the approval by LanzaTech's stockholders and AMCI's stockholders and the satisfaction or waiver of other customary closing conditions.

We expect the transaction to provide approximately $275 million of gross proceeds prior to payment of transaction expenses, including a committed PIPE of approximately $125 million by investors AMCI, ArcelorMittal, BASF, K1W1, Khosla Ventures, Mitsui & Co., LTD., New Zealand Superannuation Fund, Oxy Low Carbon Ventures LLC, Primetals Technologies, SHV Energy, and Trafigura. Along with existing cash on the balance sheet, we should have approximately $315 million on our balance sheet upon the closing of the transaction, prior to any potential redemptions by AMCI stockholders. The proceeds from this transaction will enable us to execute our business plan, accelerate our commercial operations, fund capital requirements associated with development projects LanzaTech has selected to participate in with partners and continue our technological innovation.

With that, I would like to turn the call back to Jennifer for closing remarks.

Dr. Jennifer Holmgren – CEO, LanzaTech NZ, Inc.

Thank you, Geoff.

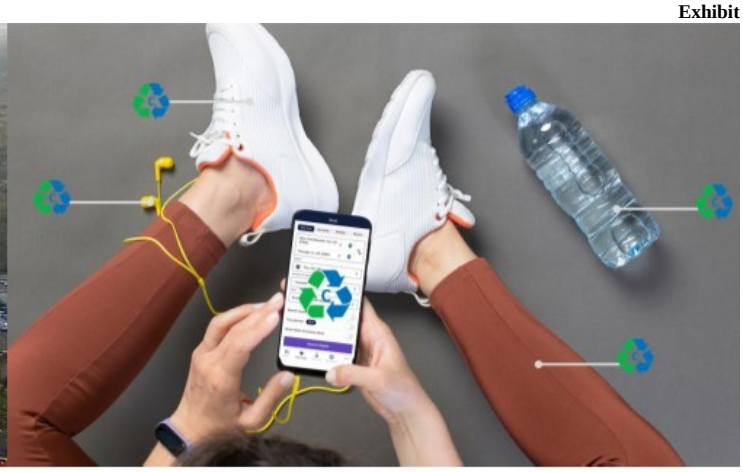
LanzaTech's goal is to change the way the world sources, uses and disposes of carbon through the creation of a circular economy where carbon is reused rather than wasted. We believe our technology offers a solution to the global carbon crisis and can be deployed at a scale necessary to address the decarbonization goals of many major industries. We believe we have found the right mixture of effectiveness, simplicity, flexibility, and profitability needed to rapidly deploy technology across major industries to support our global goal to reduce carbon emissions.

LanzaTech's technology is proven with two commercially operating facilities, and we are excited about our significant growth trajectory as customers continue to adopt and deploy our technology globally. We are confident that the truly impressive growth potential faced by the company today will come to fruition.

As I said at the outset, LanzaTech is thrilled to announce this transaction and to be working with an incredible partner in AMCI to bring us to the next stage of growth. Thank you for your interest in LanzaTech and AMCI, and I look forward to updating you over the coming weeks and months. Have a great day.

Operator

That concludes today's conference call. Thank you for joining. You may now disconnect.



LanzaTech

Transforming Carbon. Making Products.

Where does your carbon come from?

Disclaimer

The Presentation (Together with Oral Statements Made in Connection Herewith)

This presentation (together with oral statements made in connection herewith, this "Presentation") is for informational purposes only. This Presentation shall not constitute an offer to sell, or the solicitation of an offer to buy, any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful. This Presentation has been prepared to assist interested parties in making their own evaluation with respect to a potential business combination between LanzaTech NZ, Inc. ("LanzaTech", or the "Company") and AMCI Acquisition Corporation II ("AMCI"), and the related transactions including a potential investment in AMCI (the "Proposed Business Combination" or "Transaction"), and for no other purpose. The proposed terms of the Transaction reflected in the Presentation are indicative, non-binding, and proposed by AMCI. Any and all terms remain subject to further discussion, negotiation, and change. Neither the SEC nor any securities commission of any other U.S. or non-U.S. jurisdiction has approved or disapproved of the securities or of the Proposed Business Combination contemplated hereby or determined that this Presentation is truthful or complete. Any representation to the contrary is a criminal offense. AMCI will make any offer to sell securities only pursuant to a definitive subscription agreement, and AMCI reserves the right to withdraw or amend for any reason any offering and to reject any subscription agreement in whole or in part for any reason.

This Presentation and information contained herein constitutes confidential information and is provided to you on the condition that you agree that you will hold it in strict confidence and not reproduce, disclose, forward or distribute it in whole or in part without the prior written consent of AMCI and the Company and is intended for the recipient hereof only. By accepting this Presentation, you acknowledge and agree that all of the information contained herein or disclosed orally in connection with this Presentation is confidential, that you will not distribute, disclose and use such information for any purpose other than for the purpose of your firm's participation in the potential financing, that you will not distribute, disclose or use such information in any way detrimental to LanzaTech or AMCI, and that you will return to LanzaTech and AMCI, delete or destroy this Presentation upon request.

No representations or warranties, express or implied are given in, or in respect of, this Presentation. To the fullest extent permitted by law in no circumstances will AMCI, LanzaTech or any of their respective subsidiaries, security holders, affiliates, representatives, partners, directors, officers employees, advisers, or agents be responsible or liable for any direct, indirect, or consequential loss or loss of profit arising from the use of this Presentation, its contents, its omissions, reliance on the information contained within it, or on opinions communicated in relation thereto or otherwise arising in connection therewith. Although all information and opinions expressed in this Presentation, including industry and market data obtained from third-party industry publications and sources as well as from research reports prepared for other purposes, were obtained from sources believed to be reliable and are included in good faith, neither AMCI nor LanzaTech has independently verified the information obtained from these sources and cannot assure you of the information's accuracy or completeness. This information is subject to change. Some data are also based on the good faith estimates of LanzaTech and AMCI, which are derived from their respective views of internal sources as well as the independent sources described above. LanzaTech's forward-looking statements related to product performance, product cost and product sales related projections are based upon but not limited to discussions and/or agreements with customers, suppliers, partners and academic research organizations as well as the Company's first commercial scale system built and operating in China. In addition, this Presentation, does not purport to be all-inclusive or to contain all of the information that may be required to make a full analysis of LanzaTech or the Proposed Business Combination. Viewers of this Presentation should each make their own evaluation of LanzaTech and of the relevance and adequacy of the information and should make such other investigations as they deem necessary.

Nothing herein should be construed as legal, financial tax or other advice. You should consult your own advisers concerning any legal, financial, tax or other considerations concerning the opportunity described herein. The general explanations included in this Presentation cannot address, and are not intended to address, your specific investment objectives, financial situations or financial needs. Nothing contained herein shall be deemed a recommendation to any party to enter into any transaction or take any course of action.

In connection with the Proposed Business Combination, AMCI intends to file with the Securities and Exchange Commission ("SEC") a registration statement on Form S-4 containing a preliminary proxy statement and a preliminary prospectus of, AMCI and, after the registration statement is declared effective, AMCI will mail a definitive proxy statement/prospectus relating to the Proposed Business Combination to its stockholders. Shareholders and other interested persons are urged to read the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and any other relevant documents filed with the SEC when they become available because they will contain important information about AMCI, LanzaTech and the Proposed Business Combination. When available, the definitive proxy statement/prospectus and other relevant materials for the Proposed Business Combination will be mailed to stockholders of AMCI as of a record date to be established for voting on the Proposed Business Combination. Shareholders will also be able to obtain free copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, once available, without charge, at the SEC's website located at www.sec.gov, or by directing a request to AMCI Acquisition Corporation II, 600 Steamboat Road, Greenwich, CT 06830. AMCI, LanzaTech and their directors and executive officers and other persons may be deemed to be participants in the solicitations of proxies from AMCI's shareholders in respect of the Proposed Business Combination and the other matters set forth in the registration statement. Information regarding AMCI's directors and executive officers is available under the heading "Management" in AMCI's final prospectus used in its initial public offering, which was filed with the SEC and is available free of charge at the SECs website at www.sec.gov, or by directing a request to AMCI Acquisition Corporation II, 600 Steamboat Road, Greenwich, CT 06830. Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests by security holdings or otherwise, will be contained in the proxy statement/prospectus relating to the Proposed Business Combination when it becomes available.

Forward Looking Statements

Certain statements included in this Presentation that are not historical facts are forward-looking statements for purposes of the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe", "may", "will", "estimate", "continue", "anticipate", "intend", "expect", "should", "would", "plan", "predict", "potential", "seem", "seek", "future", "outlook" and similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other financial and performance metrics and projections of market opportunity, expectations and timing related to the rollout of LanzaTech's business and timing of deployments, customer growth and other business milestones, potential benefits of the Proposed Business Combination and PIPE investment (the "Proposed Transactions"), and expectations relating to the Proposed Transactions. These statements are based on various assumptions, whether or not identified in this Presentation, and on the current expectations of LanzaTech's and AMCI's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as and must not be relied on by an investor as a guarantee, an assurance, a prediction, or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions. Many actual events and circumstances are beyond the control of LanzaTech and AMCI. These forward-looking statements are subject to a number of risks and uncertainties, including changes in domestic and foreign business, market, financial, political, and legal conditions; the inability of the parties to successfully or timely enter into definitive agreements with respect to the Proposed Transactions or consummate the Proposed Transactions, including the risk that any regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the Proposed Transactions or that the approval of the stockholders of AMCI or LanzaTech is not obtained; failure to realize the anticipated benefits of the Proposed Transactions; matters discovered by AMCI or LanzaTech as they complete their respective due diligence investigations of each other; risks relating to the uncertainty of the projected financial information with respect to LanzaTech; risks related to the rollout of LanzaTech's business and the timing of expected business milestones; ability to negotiate definitive contractual arrangements with potential customers; the impact of competitive technologies; ability to obtain sufficient supply of materials; the impact of Covid-19; global economic conditions; ability to meet installation schedules; the effects of competition on LanzaTech's future business; the amount of redemption requests made by AMCI's public stockholders; and those factors discussed in documents AMCI has filed or will file with the SEC, together with the risks described in this Presentation under the heading "Risk Factors."

Additional risks related to LanzaTech's business include, but are not limited to: the Company has not yet deployed its technology at scale in commercial deployments; the long bidding and sales cycle in the industry; the success of the project incorporating the Company's systems, governmental regulation; environmental regulation; most of the Company's sales pipeline is not in the form of definitive agreements; the Company's ability to negotiate and enter into definitive agreements on favorable terms, if at all; construction delays; potential defects in the Company's systems; whether in the design, manufacturing or assembly or otherwise; the impact of competing technologies; intellectual property-related claims; ability to expand operations internationally; ability to attract and retain qualified personnel; ability to continue to source materials and components locally; ability of the Company's systems to provide favorable economic benefits to customers as compared to competing technologies; and the continued demand for renewable energy.

Disclaimer

The Presentation (Together with Oral Statements Made in Connection Herewith)

If any of these risks materialize or AMCI's or LanzaTech's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither AMCI nor LanzaTech presently know or that AMCI and LanzaTech currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect AMCI's and LanzaTech's expectations, plans, or forecasts of future events and views as of the date of this Presentation. AMCI and LanzaTech anticipate that subsequent events and developments will cause AMCI's and LanzaTech's assessments to change. However, while AMCI and LanzaTech may elect to update these forward- looking statements at some point in the future, AMCI and LanzaTech specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing AMCI's and LanzaTech's assessments as of any date subsequent to the date of this Presentation. Accordingly, undue reliance should not be placed upon the forward-looking statements. Neither LanzaTech, AMCI, nor any of their respective affiliates have any obligation to update this Presentation.

Use of Projections

This Presentation contains projected financial information with respect to LanzaTech. Such projected financial information constitutes forward-looking information, and is for illustrative purposes only and should not be relied upon as necessarily being indicative of future results. The assumptions and estimates underlying such financial forecast information are inherently uncertain and are subject to a wide variety of significant business, economic, competitive, and other risks and uncertainties that could cause actual results to differ materially from those contained in the projected financial information. Actual results may differ materially from the results contemplated by the projected financial information contained in this Presentation, and the inclusion of such information in this Presentation should not be regarded as a representation by any person that the results reflected in such forecasts will be achieved. Neither AMCI's nor the Company's independent auditors have audited, reviewed, compiled or performed any procedures with respect to the projections for the purpose of their inclusion in this Presentation, and accordingly, neither of them expressed an opinion or provided any other form of assurance with respect thereto for the purpose of this Presentation.

Financial Information; Non-GAAP Financial Measures

The financial information and data contained in this Presentation is unaudited and does not conform to Regulation S-X or Regulation G. Accordingly, such information and data may not be included in, may be adjusted in, or may be presented differently in, any proxy statement/prospectus or registration statement or other report or document to be filed or furnished by AMCI with the SEC. Some of the financial information and data contained in this Presentation, such as EBITDA, adjusted EBITDA, adjusted EBITDA – invested capital, EBITDA margin, EBITDA / Capex, EV / EBITDA and EV/ Adjusted EBITDA, has not been prepared in accordance with United States generally accepted accounting principles ("GAAP"). AMCI and LanzaTech believe these non-GAAP measures of financial results provide useful information to management and investors regarding certain financial and business trends relating to LanzaTech's financial condition and results of operations. LanzaTech's management uses these non-GAAP measures for trend analyses, for purposes of determining management incentive compensation and for budgeting and planning purposes. AMCI and LanzaTech believe that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating projected operating results and trends in and in comparing LanzaTech's financial measures with other similar companies, many of which present similar non-GAAP financial measures to investors. Management does not consider these non-GAAP measures in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of these non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in LanzaTech's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which items of expense and income are excluded or included in determining these non-GAAP financial measures. In order to compensate for these limitations, management presents non-GAAP financial measures in connection with GAAP results. You should review LanzaTech's summary unaudited financial information included in this presentation and LanzaTech's audited financial statements, which will be included in the registration statement and proxy statement to be filed with the SEC. See "Non-GAAP Reconciliations" for reconciliations of estimated historical non-GAAP financial measures to their most directly comparable measure calculated in accordance with GAAP. A reconciliation of projected non-GAAP financial measures has not been provided as such reconciliation is not available without unreasonable efforts.

Trademarks

This Presentation contains trademarks, service marks, trade names, and copyrights of AMCI, LanzaTech, and other companies, which are the property of their respective owners. The use or display of third parties· trademarks, service marks, trade name or products in this Presentation is not intended to, and does not imply, a relationship with AMCI or LanzaTech, or an endorsement or sponsorship by or of AMCI or LanzaTech. Solely for convenience, the trademarks, service marks and trade names referred to in this Presentation may appear with the TM or SM symbols, but such references are not intended to indicate, in any way, that LanzaTech or AMCI will not assert, to the fullest extent permitted under applicable law, their rights or the right of the applicable licensor to these trademarks, service marks and trade names.

Conflicts of Interest

In addition, Goldman Sachs, LLC ("Goldman Sachs") is engaged as financial advisor to LanzaTech in connection with the Proposed Business Combination, and certain executives of Goldman Sachs hold equity securities of LanzaTech, which will be converted into shares of common stock of AMCI in the transaction. As a result, it is possible that Goldman Sachs and its affiliates and representatives may be or may be perceived as being adverse to the interests of LanzaTech or AMCI in the context of the placement or otherwise. None of Goldman Sachs and its affiliates and representatives will be under any obligation or duty as a result of Goldman Sachs' engagement as placement agent to take any action or refrain from taking any action, or to exercise or not exercise any rights or remedies, that they may otherwise be entitled to take or exercise in respect of any such investment or Goldman Sachs· engagement as financial advisor to LanzaTech.

Preliminary Financial Information

LanzaTech reports its financial results in accordance with U.S. generally accepted accounting principles. All projected financial information and metrics in this presentation are preliminary. These estimates are not a comprehensive statement of LanzaTech's financial position and results of operations. There is no assurance that LanzaTech will achieve its forecasted results within the relevant period or otherwise. Actual results may differ materially from these estimates as a result of actual year-end results, the completion of normal year-end accounting procedures and adjustments, including the execution of LanzaTech's internal control over financial reporting, the completion of the preparation and management's review of LanzaTech's financial statements for the relevant period and the subsequent occurrence or identification of events prior to the issuance of its financial results for the relevant period.

AMCI has Identified LanzaTech as a Market Leader in the CarbonTech Ecosystem

Key Company Highlights

Established CarbonTech company transforming carbon emissions to sustainable materials and sustainable aviation fuel ("SAF")

- Disruptive synthetic biology (synbio) platform integrated with proven engineering and commercial-scale operations

Profitable, scalable decarbonization solution for industrial sectors today

- 2 commercial plants operating
- 7 additional plants under construction

Capital-light, recurring revenue licensing model

Rapidly growing demand for CarbonSmart™ chemicals from leading consumer brands and SAF from global airlines

Founding shareholder of LanzaJet, a leading SAF company spun out in 2020 and backed by British Airways, Mitsui, Shell, and Suncor

Blue-chip commercial partners and investors

Exceptional management team with proven execution capability

Pro Forma Capital Structure[1]

- LanzaTech shareholders to roll over 100% of their equity
- AMCI II (NASDAQ:AMCIU) has ~$150mm of cash in trust
- PIPE of ~$125mm as of March 7, 2022, sourced from existing investors, commercial partners, and new investors
- LanzaTech adds operating cash balance of $85mm projected as of March 31, 2022
- ~$315mm cash on the balance sheet pro forma from transaction[2] to fund growth

Transaction Value

- Pre-money enterprise value of ~$1.7bn
- Attractive valuation versus synthetic biology, sustainable materials / fuels, and decarbonization peers
- World's first public carbon capture and transformation company ("CCT")

Presenters

AMCI Acquisition Corp. II

Nimesh Patel
CEO & Director

Great Hill Partners
CHRYSCAPITAL

Brian Beem
President & Director

First Reserve Corporation
MERRILL
A BANK OF AMERICA COMPANY

LanzaTech

Dr. Jennifer Holmgren
CEO & Director

Honeywell UOP

Geoff Trukenbrod
Chief Financial Officer

aginity
STERLING PARTNERS

Source: LanzaTech management

[1]*Business Combination Agreement requires minimum net proceeds of $250mm to close.*

[2]*Reflects SPAC and PIPE proceeds, assuming no redemptions, and projected balance sheet cash as of 31-Mar-2022, and is stated net of transaction fees, and does not include any further Projected Financing.*


LanzaTech Captures Carbon and
Transforms it into Sustainable Products
5


From waste . . .


Coral
. . . to products

Being CarbonSmart™

In a CarbonSmart™ world, carbon waste is transformed to nearly everything we use in our daily lives

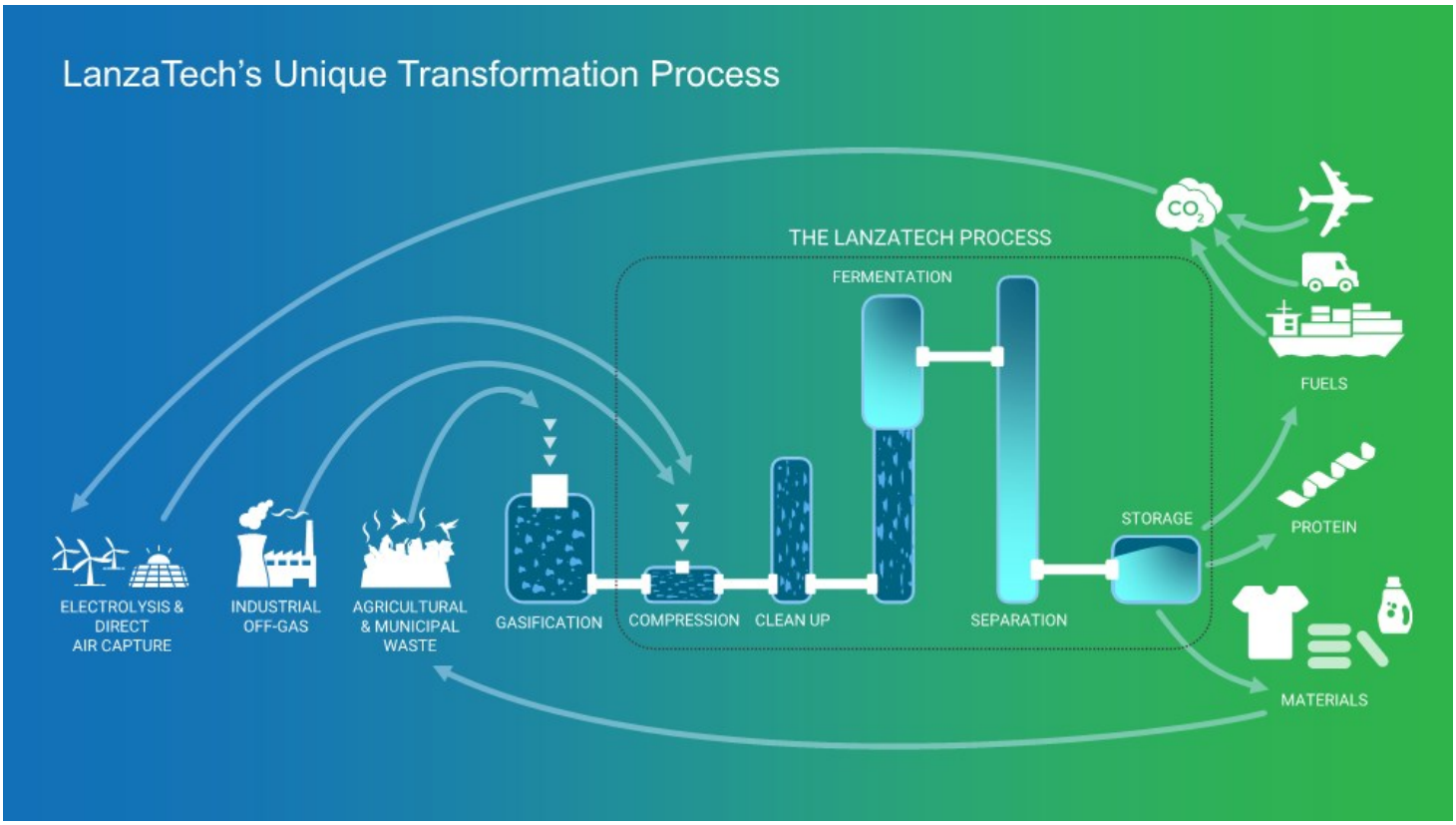
LanzaTech generates profitable ROIs for partners, accelerating adoption of CarbonSmart™

Products with CarbonSmart™

$1T Addressable Market²

Potential for **>1 billion** tons/year of product from waste feedstocks

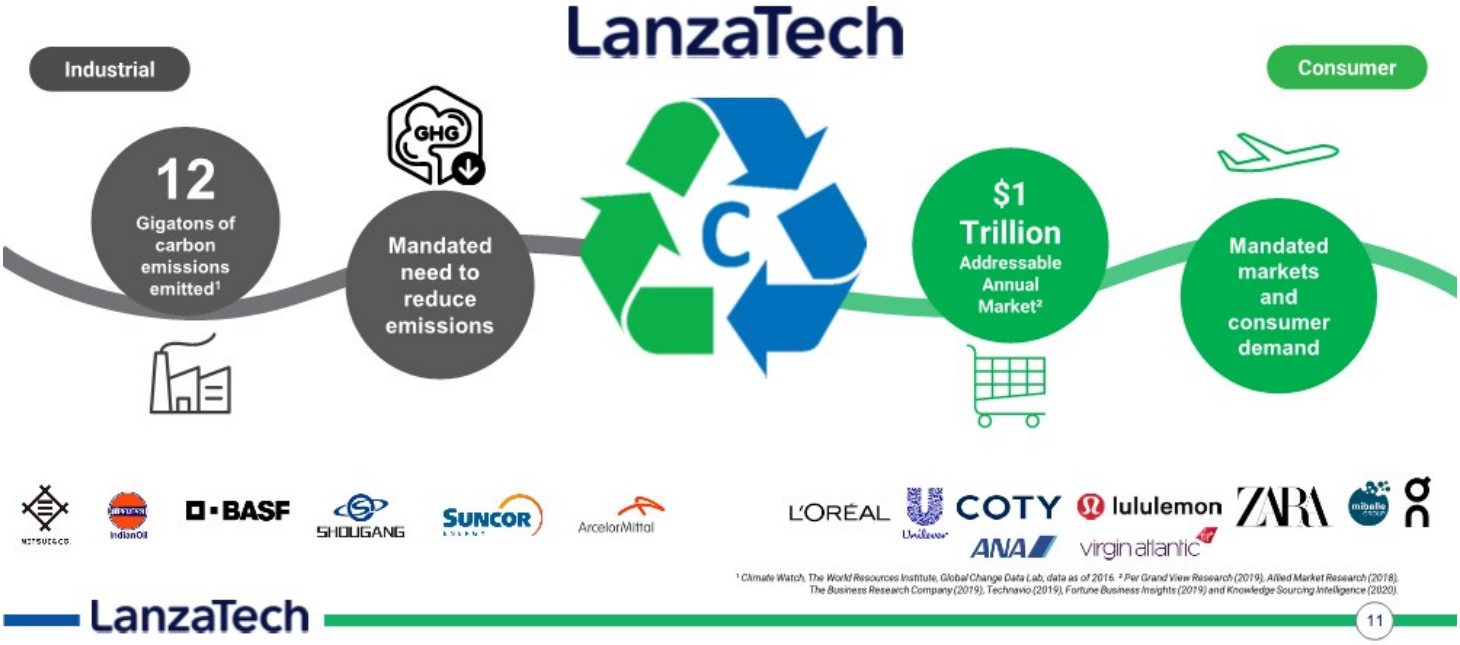
¹ LanzaTech management; ² Per Grand View Research (2019), Allied Market Research (2018), The Business Research Company (2019), Technavio (2019), Fortune Business Insights (2019) and Knowledge Sourcing Intelligence (2020)


LanzaTech's Unique Transformation Process
THE LANZATECH PROCESS
FERMENTATION
CO_2
FUELS
PROTEIN
STORAGE
MATERIALS
ELECTROLYSIS & DIRECT AIR CAPTURE
INDUSTRIAL OFF-GAS
AGRICULTURAL & MUNICIPAL WASTE
GASIFICATION
COMPRESSION
CLEAN UP
SEPARATION

1

Market Opportunity

Proven Technology at the Nexus of Two Mandated Markets



[1] Climate Watch, The World Resources Institute, Global Change Data Lab; data as of 2016. [2] Per Grand View Research (2019), Allied Market Research (2018), The Business Research Company (2019), Technavio (2019), Fortune Business Insights (2019) and Knowledge Sourcing Intelligence (2020).

Sustainable Aviation Fuels Market Opportunity

"SAFs are the only viable near-term option to decrease emissions in the aviation sector, as they are compatible with current aircraft engines and fueling infrastructure and can power flights with no distance limits" (McKinsey & Company)[1]

Mandated Global Jet Fuel Demand (billion gallons per year)

■ Expected SAF Mandate[2] ■ Expected Additional SAF Demand[3] ■ Jet Fuel Demand[4]

In order to reach expected 2030 SAF demand, global SAF capacity must achieve an 87% CAGR

SAF Market Demand Drivers

Coalition	BOARD NOW, SABA, Eco Skies Alliance
Notable Companies Represented	Microsoft, pwc, BOEING, SIEMENS, BCG, DHL

Select SAF Corporate Commitments

SAF Target	10% by 2030	30% by 2030	30% by 2035
Companies Committed	BRITISH AIRWAYS, DELTA, jetBlue	FedEx.	ups

[1] McKinsey & Company, Critical insights on the path to a net-zero aviation sector. [2] 2020 and 2025 numbers from the International Air Transport Association. 2030, 2035 and 2040 numbers are assumed as 10%, 20% and 30% of global jet fuel demand, respectively. [3] World Economic Forum, Clean Skies for Tomorrow 2030 Ambition Statement [4] World Economic Forum, Clean Skies for Tomorrow Insight Report

LanzaTech Provides a Profitable Pathway to Solving Heavy Industries' Carbon Problem

Addressing industrial carbon emissions while preserving trillions of dollars of existing infrastructure

***~25%** global greenhouse gas emissions are from heavy industries[1]*

Among CCT solutions, LanzaTech is ready now and cost effective

	Profitable to CO_2 Emitter	Ability to Use Existing Infrastructure	Carbon Captured / Avoided	Commercially Available
LanzaTech	✓✓✓	✓✓✓	✓✓✓	✓✓✓
Purchase Offsets	×	✓✓✓	×	✓✓✓
Pay Penalties	×	✓✓✓	×	✓✓✓
Sequester	×	✓✓	✓✓✓	✓
Future Technologies	?	?	✓✓✓	×

Source: LanzaTech management, [1]Climate Watch, The World Resource Institute, Global Change Data Lab; data as of 2016

Global Fortune 500 Partners Deploying LanzaTech's Technology

Key Partners

~$800mm invested by world class partners deploying LanzaTech's technology, resulting in expected product capacity of ~600,000 mtpa (200 million gallons/year)

ArcelorMittal
LT
LanzaTech technology deployed globally

Shougang LanzaTech
Additional plants under construction; technology rollout across China

Mitsui & Co.
LT
Commercial project investor, including in SGLT plants, and offtaker

BASF
LT
Strategic partner for new LanzaTech chemicals

Sekisui
LT
Building LanzaTech's first commercial MSW conversion facility; plans for deployment across Japan

Suncor Energy
LT
Active technology and project development partner

IndianOil
LT
Building first refinery off-gas plant; plans for broad deployment

Sinopec
LT
Partner for chemicals commercialization and deployment

LT LanzaTech Investor | LanzaJet Investor | Commercial Plant Partner

Source: LanzaTech management

LanzaTech's Network of Trusted Investors and Partners Range from Industrial Emitters to Aviation Companies and Consumer Brands

Over $500M Raised from World Class Investors

khosla ventures · IndianOil · NZSUPERFUND · K1W1 · SUNCOR ENERGY · PETRONAS · ArcelorMittal · BASF · CITIC CAPITAL 中信資本 · MITSUI&CO. · novo holdings · Sinopec · QIMING

"We have worked with LanzaTech for several years, know their leadership team well and understand the potential of their technology and **the role it can play in not only helping us to decarbonize, but also in producing valuable products from our carbon bearing gases which can help the decarbonization of other sectors.** Extending our relationship through this investment was therefore a natural next step and **we are very pleased to now have an excellent CCU technology company within our XCarb™ innovation fund portfolio.**"

Pinakin Chaubal, ***ArcelorMittal***
Chief Technology Officer

ArcelorMittal

"The integration of LanzaTech's gas fermentation technology into BASF's Verbund **enables us to take an important step towards a carbon-neutral circular economy**."

Dr. Detlef Kratz, ***BASF***
President R&D at BASF

BASF

"**The LanzaTech process is important because this fuel takes waste, carbon-rich gases from industrial factories and gives them a second life** – so that new fossil fuels don't have to be taken out of the ground. This flight is a huge step forward in making this new technology a mainstream reality."

Sir Richard Branson, ***Virgin Atlantic***
Founder of Virgin Group, following the first commercial flight using SAF from steel mill emissions

virgin atlantic

"We are **capturing emissions before they pollute our atmosphere** and are at the same time **moving away from fossil-based materials.**"

Caspar Coppetti, ***On***
Co-Founder and Executive Co-Chairman

Source: Bloomberg, company filings

2
Company and Technology Overview

LanzaTech Leadership

Who We Are

Jennifer Holmgren
CEO & Director

Honeywell UOP

Sean Simpson
CSO, Co-Founder, & Director

Over 20 publications and 200 patents

Geoff Trukenbrod
CFO

STERLING PARTNERS
aginity
2012

Mark Burton
General Counsel

ashurst
chapman tripp

Claudio Bertelli
VP, Business Development

Honeywell UOP
MOSSI GHISOLFI GROUP

Freya Burton
Chief Sustainability Officer

UNIVERSITY OF CAMBRIDGE

Julie Zarraga
VP, Engineering

MERICHEM
Honeywell UOP

Johanna Haggstrom
VP, Chemicals & HydrocarbonTech

HALLIBURTON

35 patents, applications, and publications

Rob Conrado
VP, Engineering Design and Development

arpa·e

Jimmy Samartzis
CEO, LanzaJet

LanzaJet
UNITED

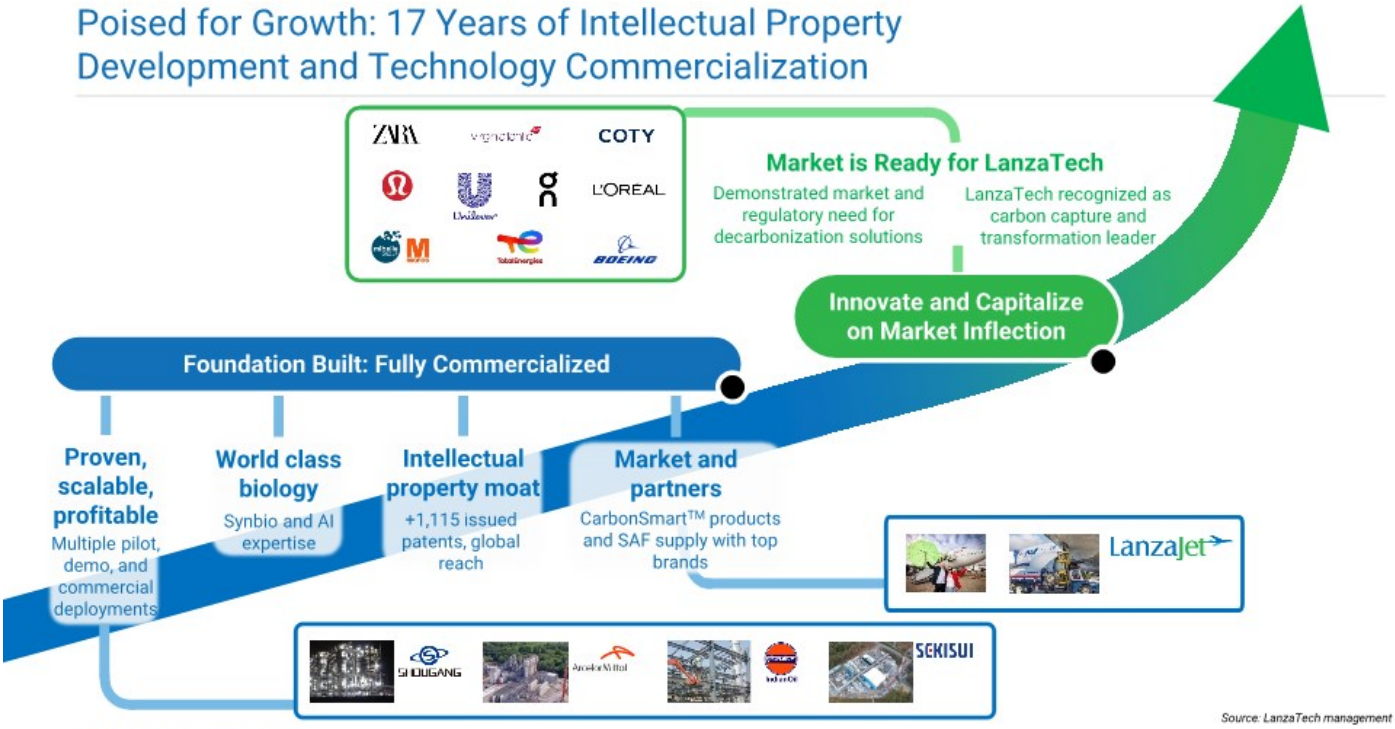
Our DNA

Process Integration & Commercialization

Refining, Aviation & Biotech

150+ years Management Experience

Poised for Growth: 17 Years of Intellectual Property Development and Technology Commercialization

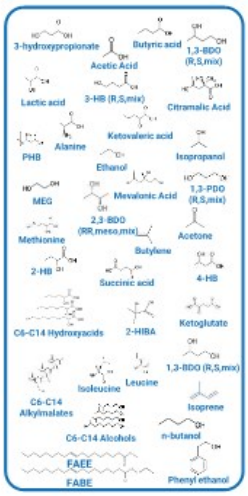


Source: LanzaTech management

Broad Technology Platform with Patent Protection Forms Competitive Moat

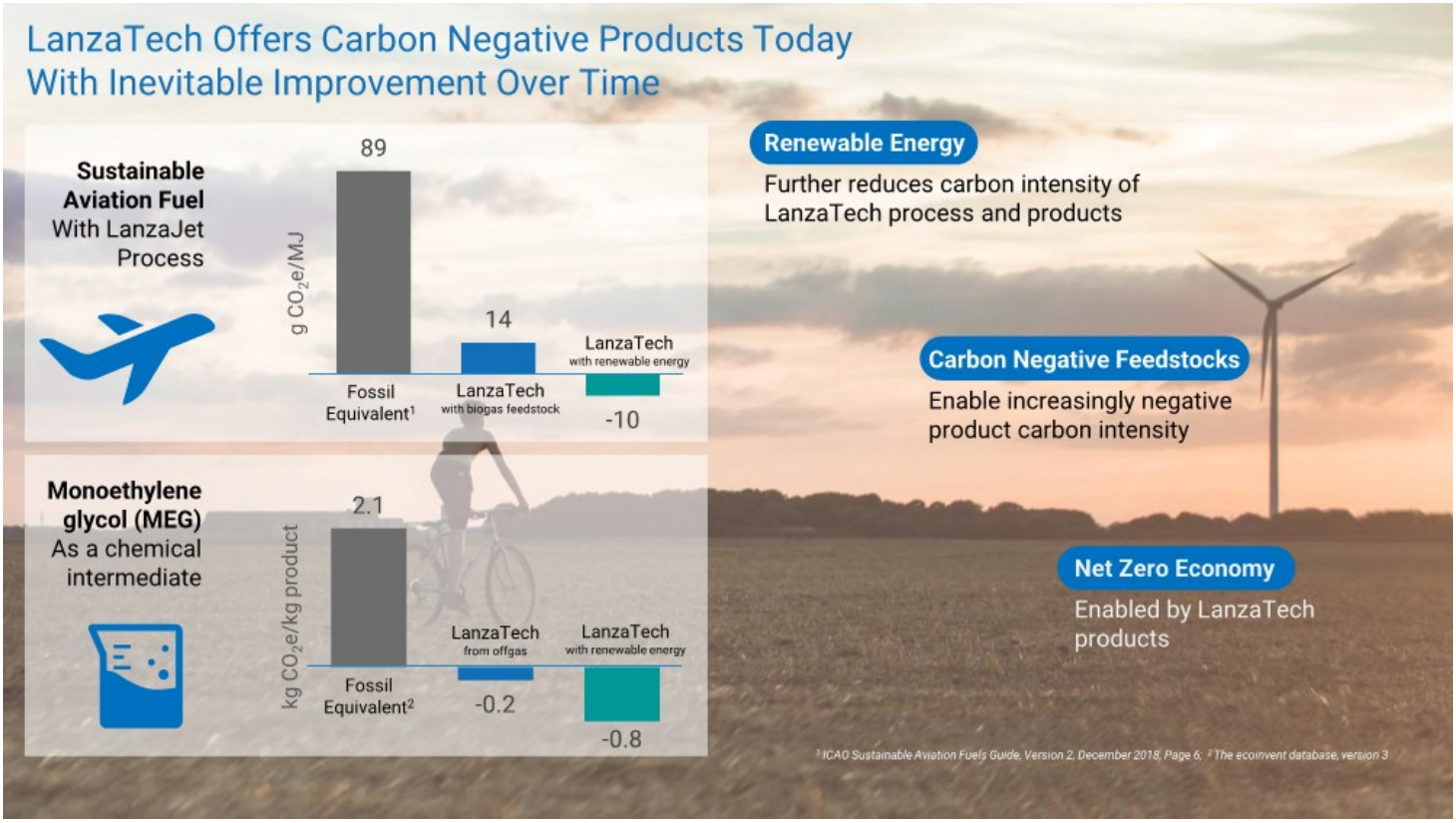
Upstream Patents	Core Synthetic Biology & Fermentation Patents		Downstream Product Portfolio Patents
Feedstocks and characterization	Chassis Strains	Equipment Design	Product Recovery
Gasification integration with fermentation	Expression Strategies	Process Controls	Catalytic Products
Electrolysis for use of CO_2 in LT process	Enzyme Pathways	Biological Products	Secondary Fermentations
Gas Conditioning	Genetic Tools	Integrations	Nutrition Applications

100 Potential Chemicals Identified



LanzaTech has over 1,115 patents granted worldwide with over 470 pending

LanzaTech Offers Carbon Negative Products Today With Inevitable Improvement Over Time



LanzaJet: The Leading SAF Platform

LanzaJet Overview

Pacific Northwest National Laboratory | U.S. Department of Energy | Office of Energy Efficiency & Renewable Energy | Bioenergy Technologies Office

Key Investors

BRITISH AIRWAYS

MITSUI & CO.

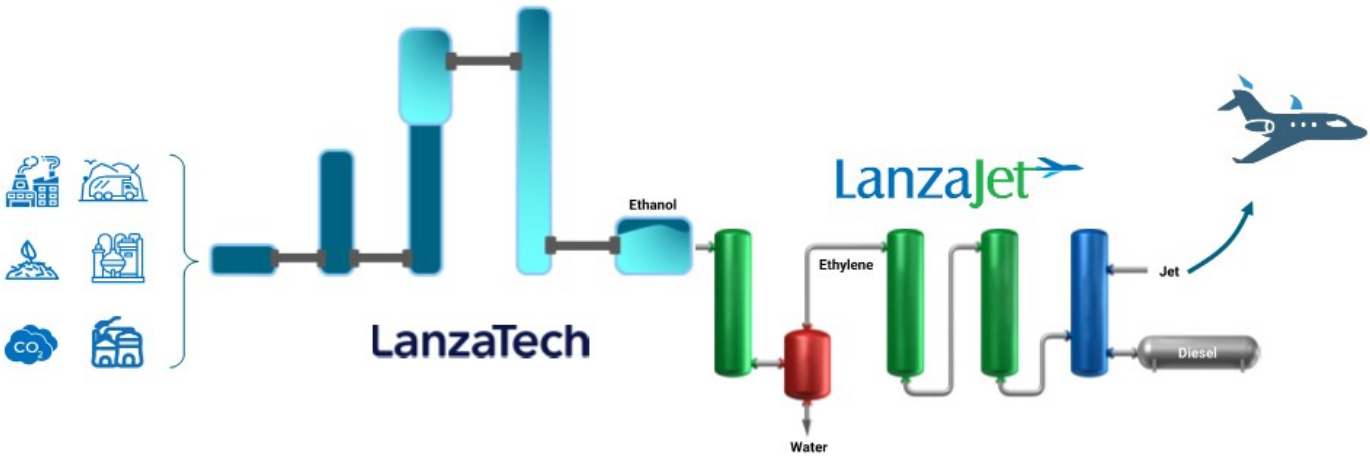
SUNCOR ENERGY

Carbon Emissions to Sustainable Aviation Fuels

Abundant, Waste-based Feedstock + Low Cost Process =

Competitive Waste-to-SAF Solution

With opportunity to utilize existing ethanol supply today

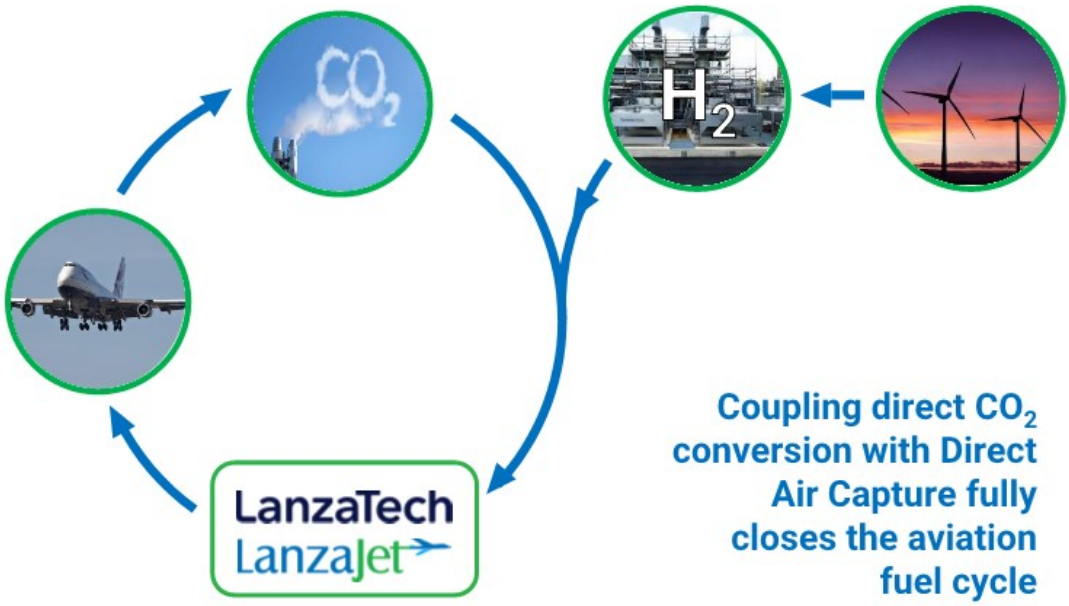


Source: LanzaTech management

Direct Conversion of CO_2

Net Zero Aviation
requires closing the emissions cycle

Direct conversion of CO_2 to SAF is possible today



Coupling direct CO_2 conversion with Direct Air Capture fully closes the aviation fuel cycle

SAF Competitive Landscape

SAF Key Competitors

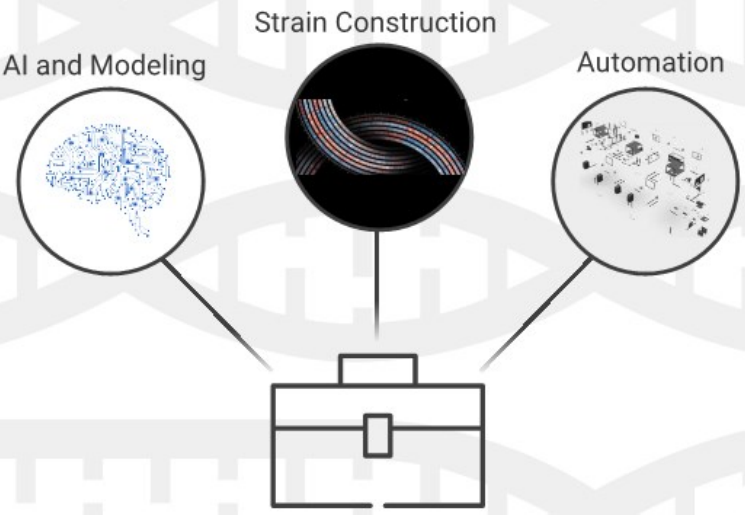
NESTE

VELOCYS

Fulcrum BIOENERGY

gevo

Synthetic Biology: LanzaTech's Toolkit to Redefine the Chemicals Industry



LanzaTech is the first to unlock anaerobic microbes as chassis organisms and has a complete toolkit in house to engineer new products

Leading Synbio Company Transforming Waste to Products

LanzaTech's Differentiated Platform Allows it to Use Multiple Non-Food Feedstocks

	Market Cap[1]	Product Identification	Microbe Design	Commercial Operations	Feedstock Capability
LanzaTech		✓	✓	✓	
novozymes	$18.0B	✓	✓	✓	
amyris	$1.6B	✓	✓	✓	
GINKGO BIOWORKS	$6.4B	✓	✓	✓ [2]	
zymergen	$0.4B	✓	✓	×	

Steel and Ferroalloy Gas · MSW · Refinery Gas · Biomass · CO_2 · Biogas · Sugar

Why LanzaTech

1. **Differentiated End-to-End Capability**
2. **Enables Expansion to Sustainable Materials Using Already-sourced Carbon**
3. **Compatible With Installed Commercial Gas Fermentation Infrastructure**
4. **Successful, At-Scale Piloting of First Key Molecules Complete with Hundreds Under Development**

Source: LanzaTech management, Capital IQ, Bloomberg; [1] market data as of 02-Mar-2022, [2] Via their ownership / relationship with Genomatica.


3
Growth Opportunity

LanzaTech CCT Commercial Deployment Status

2 Commercial Plants Operating, 7 Plants Scheduled to Complete Construction in 2022, and 7 Additional Plants in Engineering

Operating

Construction

Engineering

Feedstocks Represented

Regions Represented

Partner Investment

~$800 million

Estimated Total Installed Capacity[1]

~600,000 mtpa (200 million gpy)

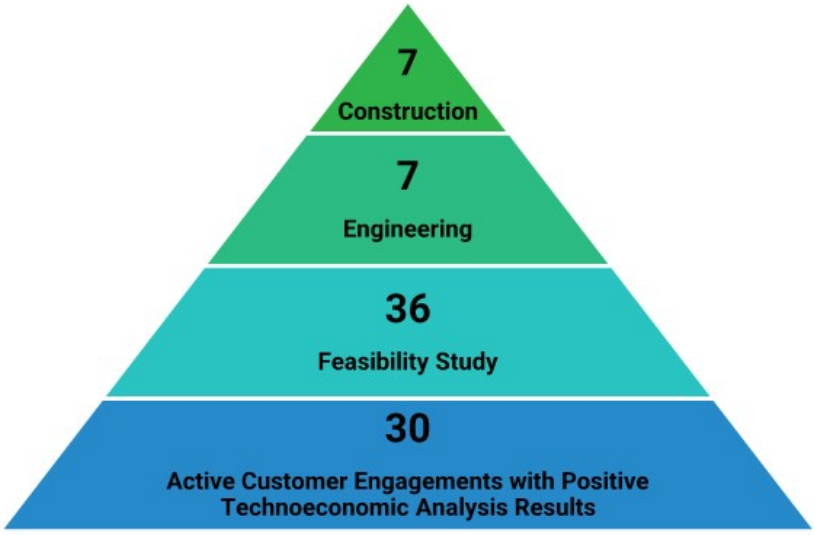
Anticipated Carbon Captured Annually[1]

~1,000,000 tonnes

Source: LanzaTech management. [1] Represents capacity and carbon captured by all plants above.

Global Impact

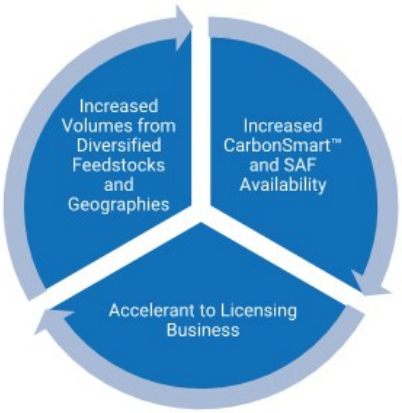
Current Engagements Represent ~$7.0bn Revenue Opportunity[1]



Source: LanzaTech Management
Note: Based on all active projects in the pipeline advancing through each project development stage. Lifetime revenue includes all one-time and recurring revenue based on a 20-year useful project life. Some projects in construction are pilot or smaller capacity opportunities. [1] Revenue opportunity represents lifetime revenue from a customer.

Co-Development Strategy Focused on Meeting Rapidly Growing Needs for CarbonSmart™ Materials and SAF

- LanzaTech has a **committed co-development initiative** to deploy ~$85mm (~5% of total capital required for those projects) across identified projects, and will look to invest up to another ~$150mm opportunistically
- Plants will provide much-needed supply for the **massive, immediate, and rapidly growing demand** from CarbonSmart™ and SAF customers

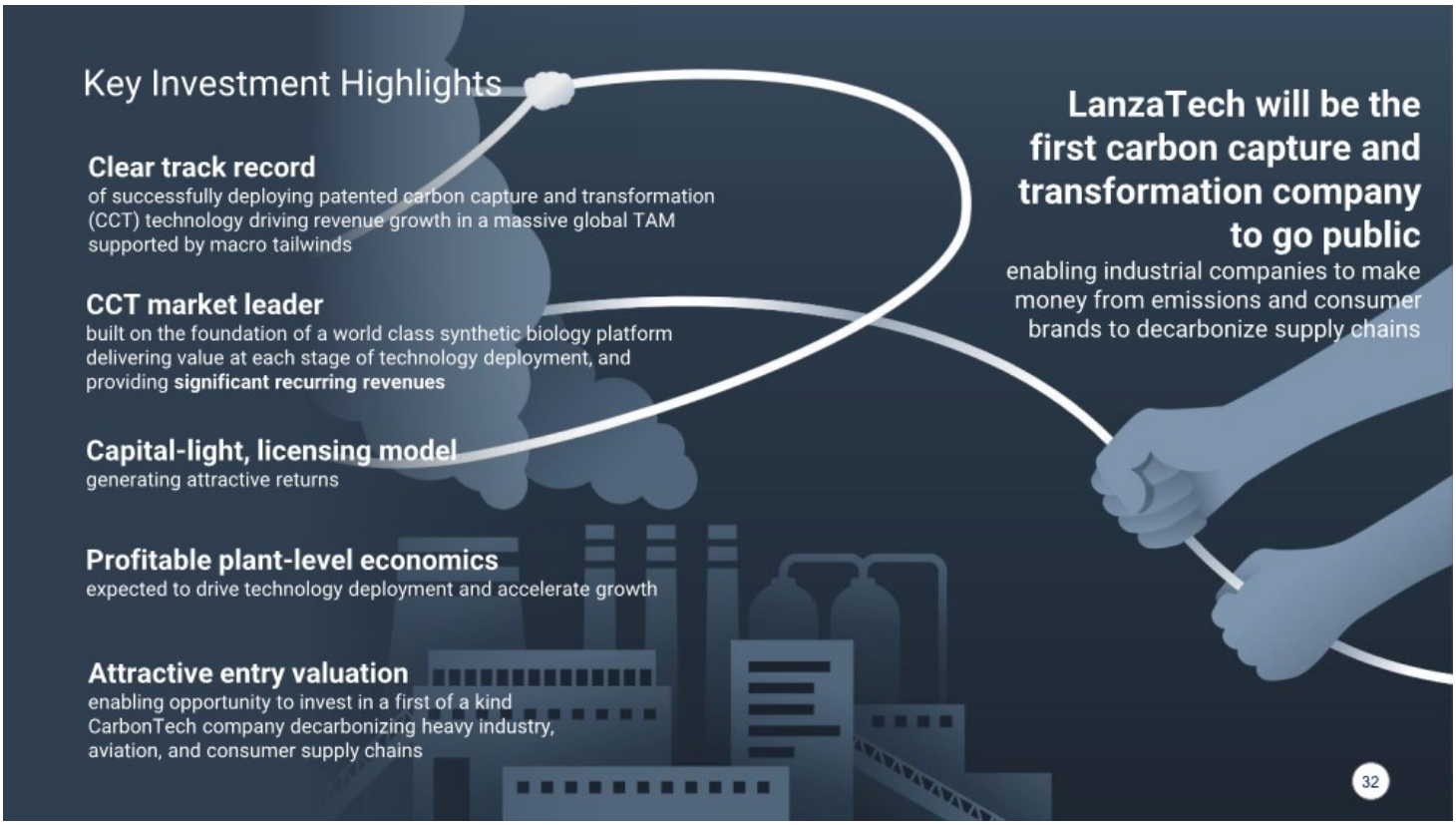


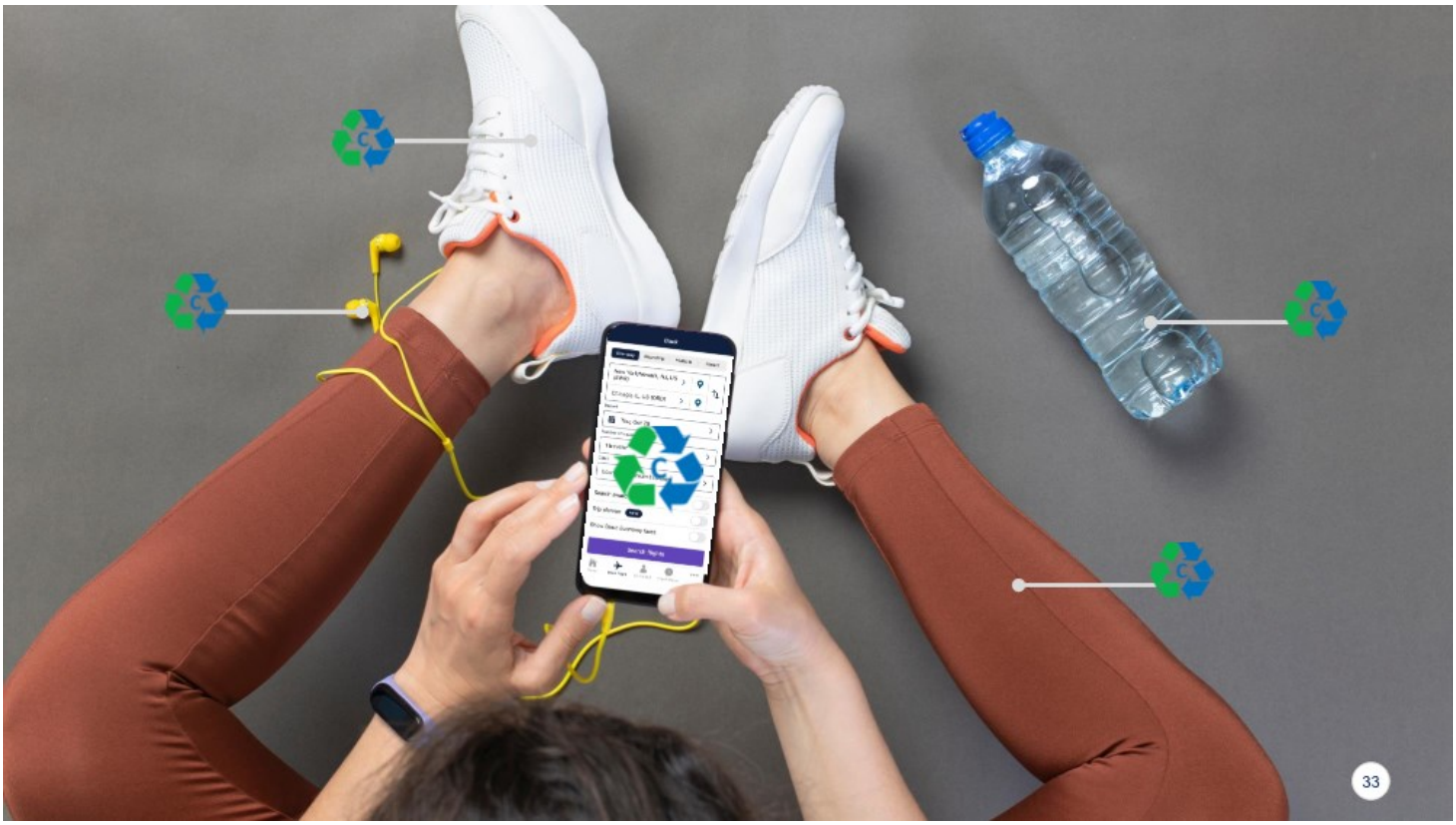
800k MT
(270 million gallons)
Potential supply for SAF and CarbonSmart™ materials from these projects[1]

5,000k MT
(1.8 billion gallons)
Massive Demand Opportunity from LanzaJet alone by 2030

7
Co-Development project opportunities identified

Source: LanzaTech management, [1] Named and unnamed projects


Key Investment Highlights
Clear track record
of successfully deploying patented carbon capture and transformation (CCT) technology driving revenue growth in a massive global TAM supported by macro tailwinds
CCT market leader
built on the foundation of a world class synthetic biology platform delivering value at each stage of technology deployment, and providing significant recurring revenues
Capital-light, licensing model
generating attractive returns
Profitable plant-level economics
expected to drive technology deployment and accelerate growth
Attractive entry valuation
enabling opportunity to invest in a first of a kind CarbonTech company decarbonizing heavy industry, aviation, and consumer supply chains
LanzaTech will be the first carbon capture and transformation company to go public
enabling industrial companies to make money from emissions and consumer brands to decarbonize supply chains
32


33

4

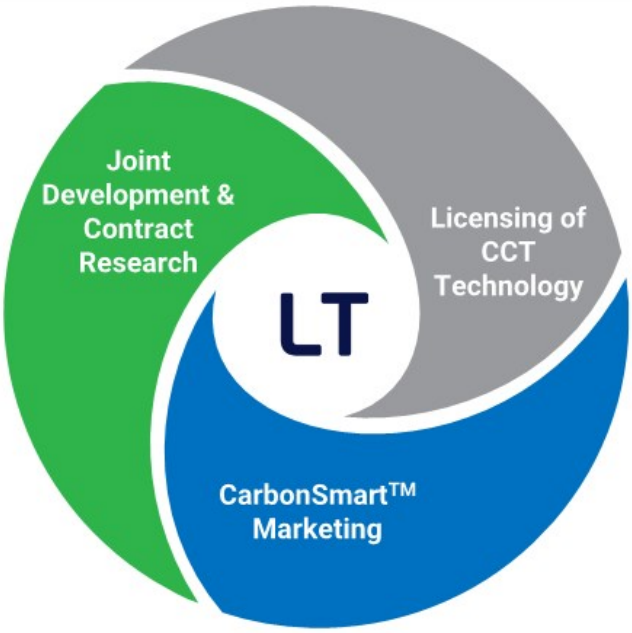
Economics and Financial Overview

Business Model

Integrated and Complementary Business Model

Joint Development & Contract Research

- Leverages LanzaTech's synthetic biology, AI, and machine learning expertise to develop new products
- Expands addressable product markets and drives demand for CCT facilities
- Facilitates LanzaTech's continued investment in disruptive synthetic biology platform



Licensing of CCT Technology

- Combination of one-time and recurring revenues to deploy LanzaTech carbon capture and transformation (CCT) plants
  - One-time revenues - equipment, engineering and startup services
  - Recurring revenues - royalties, microbes and media sales, and software licensing

CarbonSmart™ Marketing

- Offtake from CCT plants to supply brands with sustainable products
- Upgrade products with conversion partners into a huge variety of drop in polymers, materials, and fuels

Source: LanzaTech management

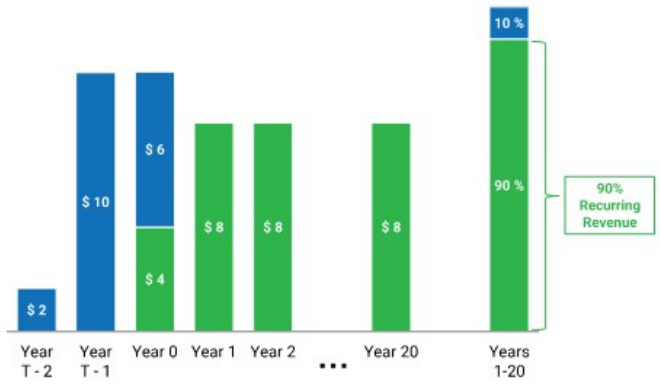
LanzaTech Unit Level Economics

($ in millions)

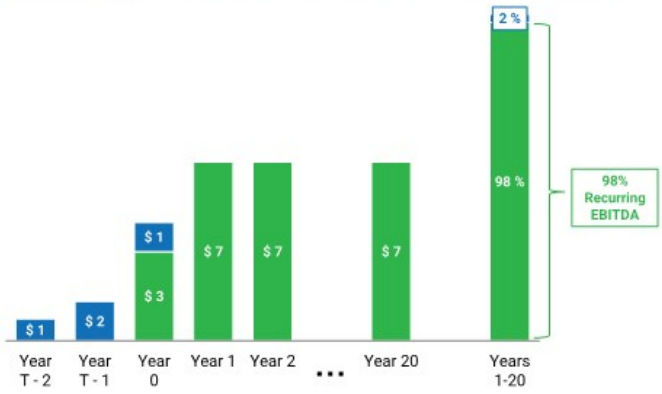
One-Time Revenue / EBITDA
Recurring Revenue / EBITDA

- Each carbon capture and transformation plant generates a combination of both one-time and recurring cash flows to LanzaTech
  - **One-Time Cash Flows**: Engineering Services, Startup Services, and Equipment Sales
  - **Recurring Cash Flows**: Royalties from Licensing, Microbes & Media, Monitoring & Software, and CarbonSmart™ related marketing fees

Expected Plant Level Revenue to LanzaTech



Expected Plant-Level EBITDA to LanzaTech



Source: LanzaTech management. Plant economics vary by region, size, feedstock, etc. The above is intended to be exemplary of the unit economics of plants that are currently being engineered or constructed

Customer Unit Level Economics

- Plant economics vary by region, feedstock, and chosen product
- **Economics are expected to be attractive** for plant sponsor, **exclusive of the benefit of carbon emission reductions**
- Further upside to plant economics from:
  - **Feedstock costs represent up to 40% of cost structure; as cost of carbon increases, this is expected to decrease substantially**
  - Price of carbon abated is excluded
  - Direct production of higher value chemicals

LanzaTech's 1st customer is building its 4th plant

Expected Carbon Transformation Plant Economics

Plant Level Data

Production (mtpa / million gpy)	50,000 / 16.7
Carbon Captured (mtpa)	~100,000
Project CapEx ($mm)	$150

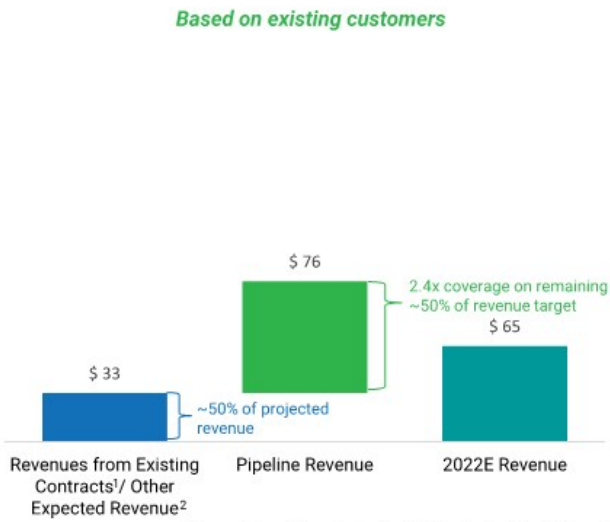
Potential avoided cost of $10mm per annum to the plant assuming a carbon price of $100/mt

	Current ($/mt)	Carbon Upside ($/mt)
Revenues	**$1,115**	**$1,115**
Feedstock Costs	$(250)	+$100
OpEx Costs	$(375)	$(375)
Total Cash Costs	**$(625)**	**$(275)**
Cash Margin	**$490**	**$840**
Gross Cash Margin ($mm per year)	**$25**	**$42**

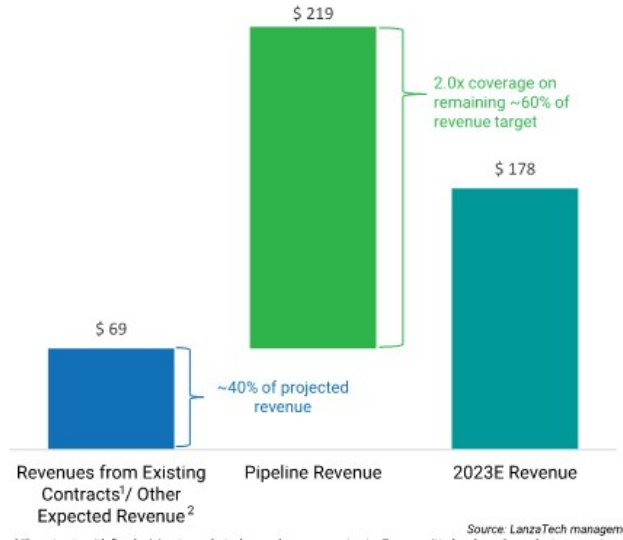
Source: LanzaTech management; the Company expects to continue to innovate around its platform technology in order to reduce operating expense and capital expenditures, but those innovations are not reflected in these estimates.

Existing Revenue Generating Customers Provide Robust Near-Term Revenue Coverage

2022E Revenue Visibility ($mm)



2023E Revenue Visibility ($mm)



Source: LanzaTech management

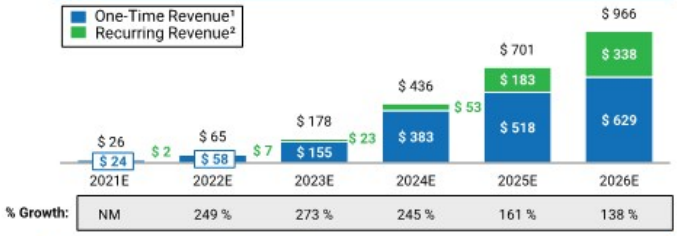
[1] *Revenues from existing contracts reflect both i) contracts with fixed pricing and volumes and ii) contracts with fixed pricing terms but where volumes are not actually committed and are dependent on counterparty activity. Also, these amounts include certain one-time and other revenues that are dependent on project construction or project starts, the timelines for which are not certain and could potentially be delayed.*

[2] *Other expected revenue reflects projects which are in the process of contracting or have verbal commitments.*

LanzaTech Projected Financial Profile

($ in millions)

Revenue Projections



% Growth:	NM	249 %	273 %	245 %	161 %	138 %

Adjusted EBITDA Projections

% Margin:	NM	NM	NM	18 %	36 %	44 %

Invested Capital: Co-Dev & Capex Projections

% of Rev:	24 %	58 %	46 %	39 %	6 %	2 %

Adjusted EBITDA – Invested Capital Projections

% of EBITDA:	NM	NM	NM	NM	83 %	95 %

Source: LanzaTech management

Note: Adjusted EBITDA adds back stock-based compensation and includes LanzaTech's share of LanzaJet's Net Income.

¹ Includes project start revenue, Grants & JDA revenue, dividends and LanzaTech's share of LanzaJet's Net Income. ² Includes recurring revenue and CarbonSmart™ revenue ³ This projected financial information is preliminary. See "Preliminary Financial Information" above. See also "Non-GAAP Reconciliations" for a reconciliation of these non-GAAP financial measures to their most directly comparable financial measures calculated in accordance with GAAP.

Projected Need to Fund Growth

($ in millions)

- **2022**
  Investment in carbon capture transformation plant rollout expected to **accelerate growth**
- **2023 – 2024**
  Adjusted EBITDA nears breakeven in 2023, with **positive adjusted EBITDA expected to begin in 2024**
- **2025**
  Continued strong adjusted EBITDA growth and reduced capex spending expected to drive **significant positive free cash flow generation**
- **2026**
  Significant increase in operating and net cash flow as business scales

Cash Flow Projections

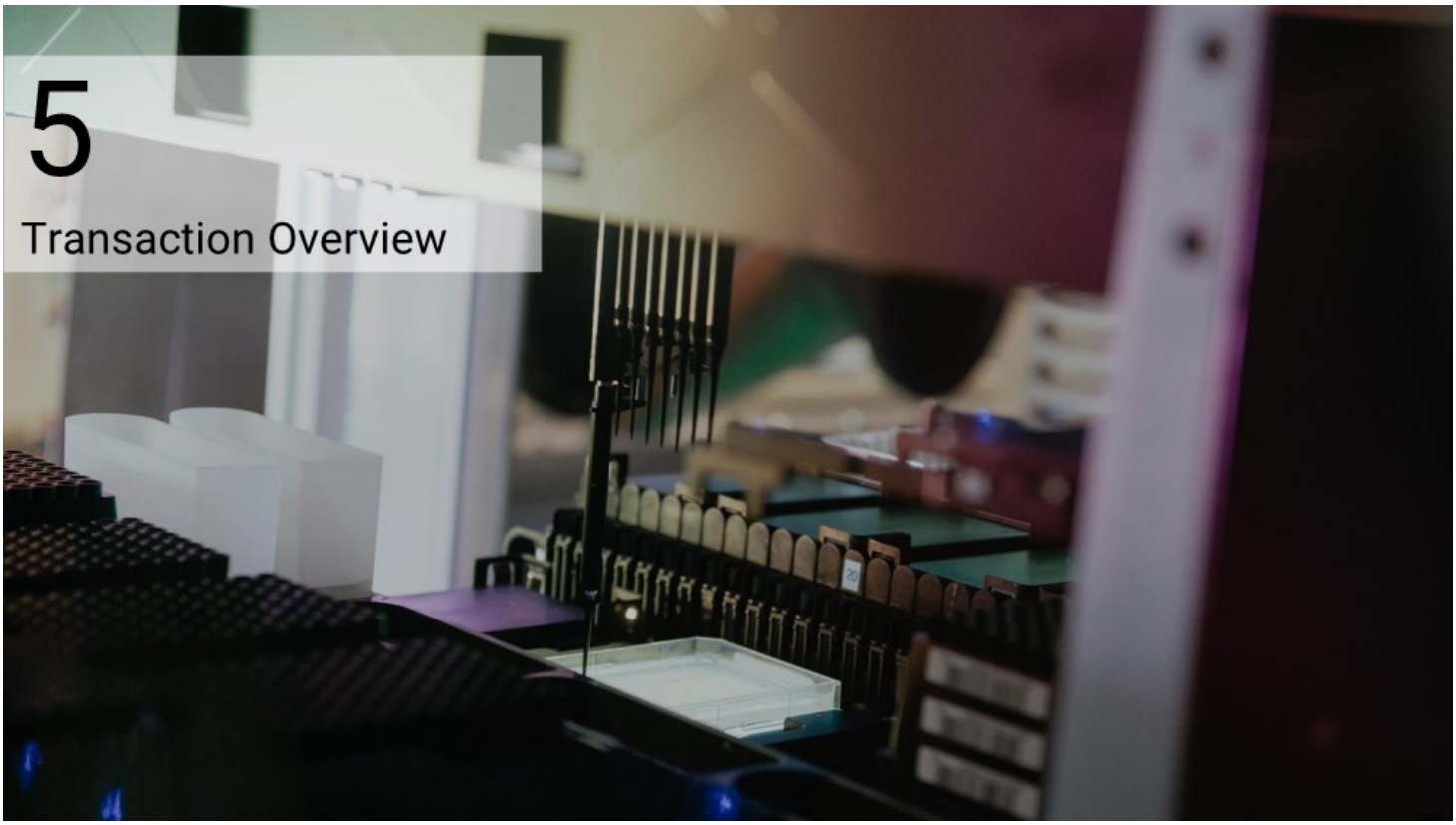
	2022E	2023E	2024E	2025E	2026E	Total
Cash Flow from Operations						
CFO (excl. Working Capital)	$(48)	$(4)	$ 65	$ 184	$ 328	$ 525
Net Δ in Working Capital	(10)	(30)	(45)	(60)	(42)	(186)
Total Cash Flow from Operations	**$(58)**	**$(34)**	**$ 20**	**$ 124**	**$ 287**	**$ 339**
Cash Flow from Investing						
Purchases of Property	$(20)	$(33)	$(22)	$(20)	$(23)	$(117)
Net Co-Development	(17)	(45)	(137)	18	60	(121)
Total Cash Flow from Investing	**$(36)**	**$(78)**	**$(159)**	**$(1)**	**$ 37**	**$(238)**
Cash Flow from Financing						
Equity Contribution (Net)[1]	$ 200	$ 0	$ 0	$ 0	$ 0	$ 200
Projected Financing[2]	$ 125	$ 0	$ 0	$ 0	$ 0	$ 125
Total Cash Flow from Financing	**$ 325**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 325**
Total Δ in Cash	**$ 231**	**$(112)**	**$(139)**	**$ 123**	**$ 324**	**$ 426**
Ending Cash Balance	**359**	**247**	**108**	**230**	**554**	

Source: LanzaTech management

[1] Assumes no AMCI stockholder redemptions. 2022E figure excludes $30mm attributable to ArcelorMittal Safe note investment in December 2021, which will convert (and be part of) PIPE proceeds.

[2] Assumes Projected Financing.


LanzaTech



5

Transaction Overview

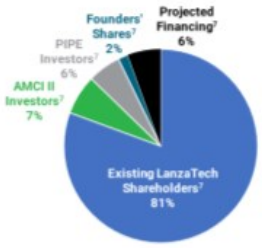
Detailed Transaction Overview

~$1.8bn Enterprise Value | ~$125mm PIPE as of March 7, 2022

Transaction Highlights

Cash Sources	■ AMCI II has ~$150mm cash held in trust ■ PIPE of ~$125mm as of March 7, 2022 sourced from a diverse investor base[1]
Valuation	■ ~$1,815mm EV with strong balance sheet
Capital Structure	■ ~$315mm cash on the balance sheet (assuming no redemptions) to fund growth and expansion[8]

Pro Forma Ownership at $10.00/share



Process Description

Sources and Uses

Sources		Uses	
SPAC Cash[2]	$ 150	Equity Rollover[3]	$ 1,817
PIPE Investors[4]	125	Cash to Balance Sheet	355
Projected Financing[5]	125	Illustrative Fees & Exps.	45
Equity Rollover[3]	1,817		
Total Sources	**$ 2,217**	**Total Uses**	**$ 2,217**

Pro Forma Capitalization[6]

Pre-Money Equity Value	**$ 1,817**
(+) SPAC Shareholders	150
(+) PIPE Shareholders[4]	125
(+) Founder Shareholders	38
(+) Projected Financing[5]	125
Post-Money Equity Value	**$ 2,255**
(+) Debt	0
(-) Cash[6]	(440)
Pro Forma Enterprise Value	**$ 1,815**

Pro Forma Ownership[7]

Ownership Breakdown	Shares (mm)	%	$mm
Existing LanzaTech Shareholders	181.7	81 %	$1,817
AMCI II Investors	15.0	7	150
PIPE Investors[4]	12.5	6	125
Founders' Shares	3.8	2	38
Projected Financing[5]	12.5	6	125
Equity Ownership	**225.5**	**100 %**	**$2,255**

Source: LanzaTech management

Note: AMCI has agreements to sell ~20% of the Founders' Shares to anchor investors subject to certain conditions.

[1]Business Combination Agreement requires minimum net proceeds of $250mm to close [2]Excludes interest earned in the trust. SPAC cash amount subject to change depending on the actual interest earned. Assumes no redemptions from AMCI stockholders. [3]Equity rollover calculated as pre-money valuation of $1.7bn plus estimated pre-transaction net cash position of $85mm as of 31-Mar-2022, plus $32mm of aggregate assumed warrant exercise price and aggregate company options exercise price. [4] PIPE size of ~$125mm as of March 7, 2022. [5]Assumes a Projected Financing. [6]Assumes pre-transaction net cash position of $85mm as of 31-Mar-2022. [7] Pro forma ownership based on $10.00 per share. Assumes no redemptions from AMCI stockholders. Assumes PIPE size of ~$125mm. Assumes Projected Financing. Excludes impact of 3.5mm private warrants and 7.5mm public warrants. [8] Reflects SPAC and PIPE proceeds, assuming no redemptions, expected existing balance sheet cash, and is stated net of transaction fees, and does not include a further Projected Financing.

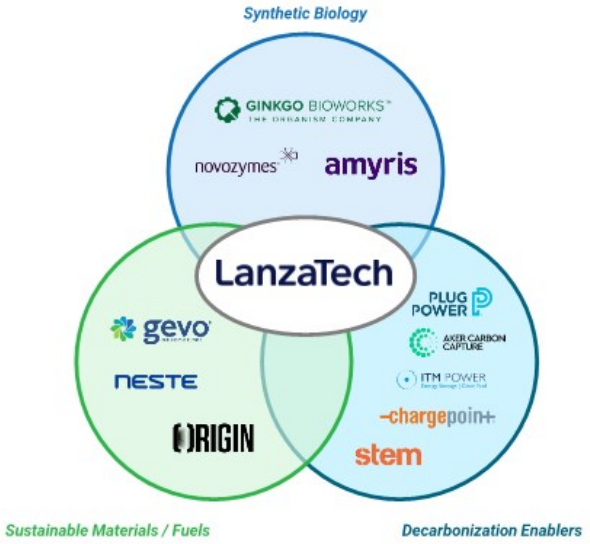
Identifying the Comparable Universe: LanzaTech is a Global Leader in Sustainable Materials and Fuels

Key Criteria for Defining Best Comps

- Recognized adjacent industry leaders
- Huge addressable markets
- High-growth financial profile
- Disruptive technologies

- **No perfect public comp available**
- Investors will triangulate across various leading Sustainable Materials Peers, Synthetic Biology Companies, and Disruptive Decarbonization Enabling Companies
- Market will focus on predictability of business, long-term growth, margin profile, and defensibility of competitive moat

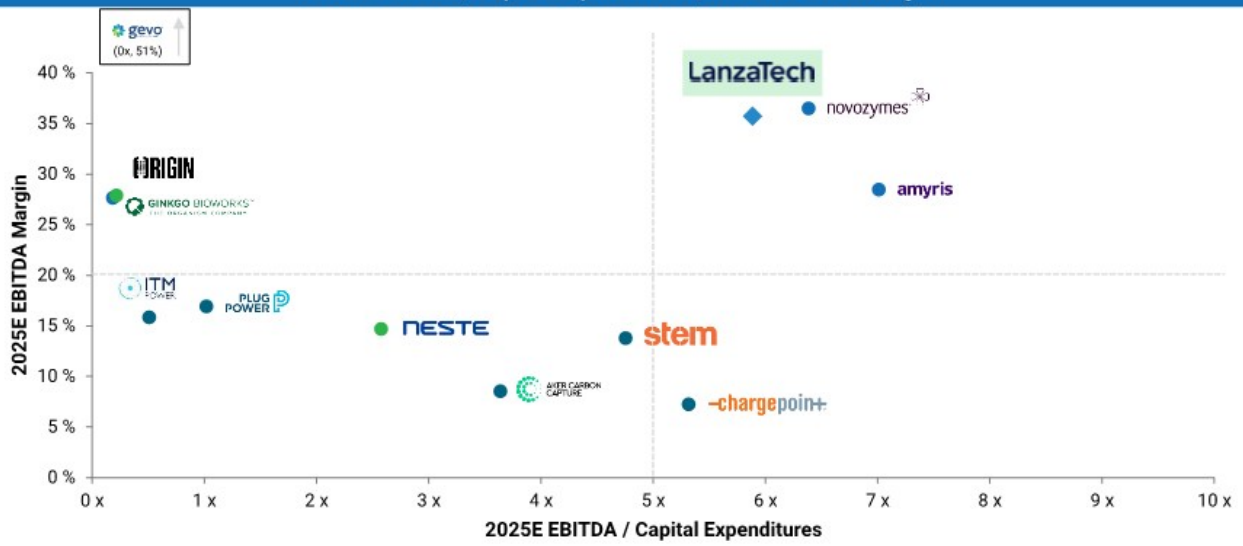
Comparable Universe



Financial Benchmarking

- Synthetic Biology
- Sustainable Materials / Fuels
- Decarbonization Enablers

2025E EBITDA / Capital Expenditures | 2025E EBITDA Margins



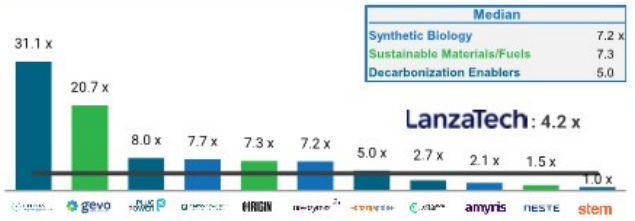
Source: LanzaTech management, Public disclosures, Capital IQ, Bloomberg and IBES Estimates, market data as of 02-Mar-2022
Note: LanzaTech Adjusted EBITDA adds back stock-based compensation and includes LanzaTech's share of LanzaJet's Net Income. EBITDA measures may not be directly comparable between companies presented.

Peer Benchmarking

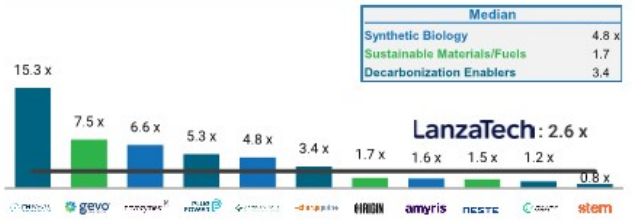
Relative EV / Revenue and EV / EBITDA Valuations

- Synthetic Biology
- Sustainable Materials / Fuels
- Decarbonization Enablers

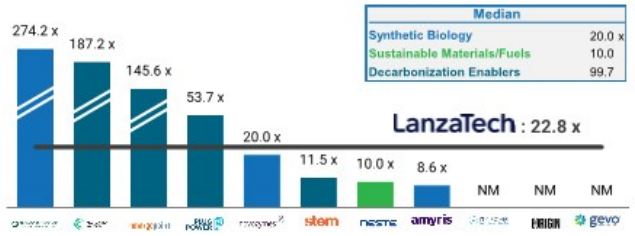
EV / 2024E Revenue



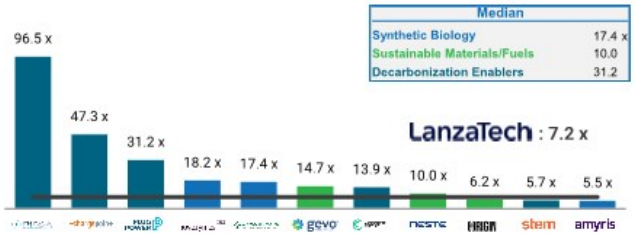
EV / 2025E Revenue



EV / 2024E Adjusted EBITDA



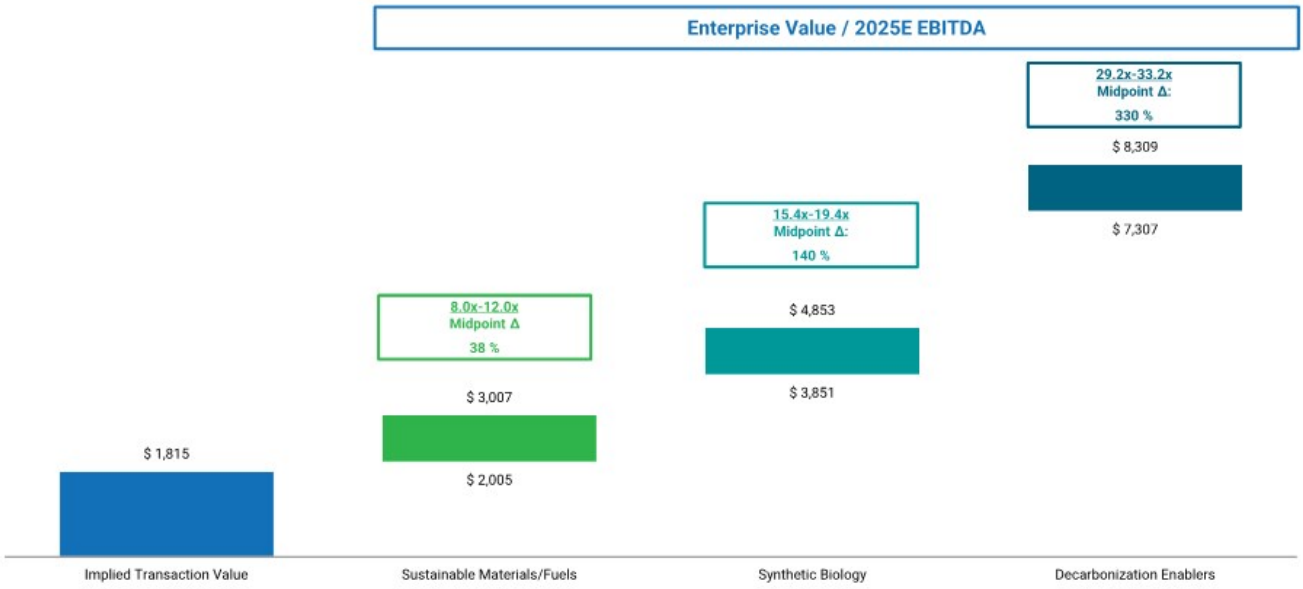
EV / 2025E Adjusted EBITDA



Source: Public disclosures, Capital IQ, Bloomberg and IBES Estimates; market data as of 02-Mar-20221
Note: Assumes Enterprise Value for LanzaTech of $1,815mm. LanzaTech Adjusted EBITDA adds back stock-based compensation and includes LanzaTech's share of LanzaJet's Net Income. EBITDA measures may not be directly comparable between companies presented.

Fully Distributed Enterprise Value Sensitivities

($ in millions)



Source: LanzaTech management, Bloomberg, Capital IQ, and company disclosures; market data as of 02-Mar-2022
Note: Midpoint based on LanzaTech peer median. Peer median excludes negatives.

Pro Forma Ownership Analysis at Various Trading Prices

($ in millions, except per-share data)

Share Price	$6.00	$8.00	$10.00	$12.00	$14.00	$16.00	$18.00	$20.00
SPAC Public Shares	15	15	15	15	15	15	15	15
SPAC Public Warrants	–	–	–	0	1	2	3	3
SPAC Founder Shares	4	4	4	4	4	4	4	4
SPAC Founder Warrants	–	–	–	0	1	1	1	1
PIPE Shareholders[1]	13	13	13	13	13	13	13	13
Projected Financing[2]	13	13	13	13	13	13	13	13
Previous Owners and Management Rollover Equity	182	182	182	182	182	182	182	182
Post-Money Equity Value	**$1,353**	**$1,804**	**$2,255**	**$2,711**	**$3,184**	**$3,657**	**$4,130**	**$4,603**
Implied Returns ($mm)								
Illustrative IPO Investor 1-Year Return[3,4]	**(40%)**	**(20%)**	**--**	**23%**	**53%**	**83%**	**113%**	**143%**
Illustrative PIPE Investor 1-Year Return[3]	**(40%)**	**(20%)**	**--**	**20%**	**40%**	**60%**	**80%**	**100%**
SPAC Founder Gain ($s)	**$19**	**$27**	**$34**	**$43**	**$58**	**$72**	**$87**	**$101**
Illustrative Founder 1-Year Return	**543%**	**757%**	**971%**	**1,236%**	**1,650%**	**2,064%**	**2,479%**	**2,893%**

Implied Ownership	$6.00	$8.00	$10.00	$12.00	$14.00	$16.00	$18.00	$20.00
SPAC Public Stockholders	6.7%	6.7%	6.7%	6.8%	7.2%	7.5%	7.7%	7.9%
SPAC Founder	1.7%	1.7%	1.7%	1.7%	1.9%	2.1%	2.2%	2.3%
PIPE Shareholders[1]	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.4%	5.4%
Projected Financing[2]	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.4%	5.4%
Legacy LanzaTech Owners & Mgmt.	80.6%	80.6%	80.6%	80.4%	79.9%	79.5%	79.2%	79.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Implied Dilution from Promote & Founder Warrants	**1.7%**	**1.7%**	**1.7%**	**1.7%**	**1.9%**	**2.1%**	**2.2%**	**2.3%**

Source: LanzaTech management, AMCI II disclosure

Note: Assumes no redemptions. Warrant dilution calculated using Treasury Stock Method

[1] Assumes PIPE size of ~$125mm. [2] Assumes a Projected Financing. [3]Assumes investor entry price of $10/share. [4] Includes public common shares and public warrants.


NITROGEN
CARBON DIOXIDE
CARBON MONOXIDE
HYDROGEN
PROCESS GAS 1

6 Appendix

Consolidated Balance Sheet

(In Thousands, except share and per share data)

	As of December 31, 2020
Assets	
Current Assets:	
Cash and Cash Equivalents	$ 60,909
Trade and Other Receivables, Net of Allowance Balance of $1,325	5,521
Contract Assets	6,064
Other Current Assets	3,973
Total Current Assets	**$ 76,467**
Property, Plant and Equipment, Net	$ 11,609
Right of Use Assets	6,365
Equity Method Investments	16,271
Other Non-current Assets	1,200
Total Assets	**$ 111,912**
Liabilities, Contingently Redeemable Preferred Equity, and Shareholders' Deficit	
Current Liabilities:	
Accounts Payable	$ 1,147
Other Accrued Liabilities	2,775
Contract Liabilities	5,480
Accrued Salaries and Wages	3,492
Current Lease Liabilities	1,618
Current Portion of Long-term Debt	570
Total Current Liabilities	**$ 15,082**
Non-current Lease Liabilities	$ 5,334
Non-current Contract Liabilities	11,291
Long-term Debt	3,065
Other Long-term Liabilities	894
Total Liabilities	**$ 35,666**
Commitments and Contingencies	
Contingently Redeemable Preferred Stock:	
Redeemable Convertible Preferred Stock, $0.0001 par Value; 26,112,823 Shares Authorized, 25,729,542 Shares Issued and Outstanding as of December 31, 2020	**$ 394,408**
Shareholders' Deficit:	
Common Stock, $0.0001 par Value; 36,326,815 Shares Authorized, 1,656,415 Shares Issued and Outstanding as of December 31, 2020	–
Additional Paid-in Capital	18,818
Accumulated Other Comprehensive Income	2,749
Accumulated Deficit	(339,729)
Total Shareholders' Equity (Deficit)	**$ (318,162)**
Total Liabilities, Contingently Redeemable Preferred Equity, and Shareholders' Equity (Deficit)	**$ 111,912**

Consolidated Statement of Operations and Comprehensive Loss

(In Thousands, except share and per share data)

	Year Ended December 31, 2020
Revenue:	
Revenue from Contracts with Customers	$ 12,865
Revenue from Collaborative Arrangements	1,163
Revenue from Related Parties Transactions	4,752
Total Revenue	**$ 18,780**
Cost and Operating Expenses:	
Cost of Revenue from Contracts with Customers	$ (8,063)
Cost of Revenue from Collaborative Arrangements	(743)
Cost of Revenue from Related Parties Transactions	(2,664)
Research and Development Expense	(37,433)
Selling, General and Administrative Expense	(9,029)
Total Cost and Operating Expenses	**$ (57,932)**
Loss from Operations	**$ (39,152)**
Other Income (Expense):	
Interest Expense, Net	$ (351)
Other Income, Net	172
Total Other Income (Expense), Net	**$ (179)**
Loss Before Income Taxes	**$ (39,331)**
Income Tax Benefit	–
Loss from Equity Method Investees, Net	$ (360)
Net Loss	**$ (39,691)**
Other Comprehensive Loss:	
Foreign Currency Translation Adjustments	$ (136)
Comprehensive Loss	**$ (39,827)**
Net Loss per Common Share - Basic and Diluted	**$ (43.55)**
Weighted-average Number of Common Shares Outstanding - Basic and Diluted	**1,629,821**

Consolidated Statement of Cash Flows

(In Thousands)

	Year Ended December 31, 2020
Cash Flows from Operating Activities:	
Net Loss	$ (39,691)
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities:	
Share-based Compensation Expense	$ 2,392
Gain on Change in Fair Value of Warrant Liabilities	(105)
Impairment Loss Recognized on Trade Receivables	877
Depreciation of Property, Plant and Equipment	2,979
Non-cash Lease Expense	561
Non-cash Recognition of Licensing Revenue	(1,567)
Loss from Equity Method Investees, Net	360
Changes in Operating Assets and Liabilities:	
Accounts Receivable, Net	$ (3,593)
Contract Assets	(5,483)
Other Assets	(364)
Accounts Payable Payroll and Benefits	568
Contract Liabilities	3,167
Operating Lease Liabilities	(1,283)
Other Liabilities	1,911
Net Cash Used in Operating Activities	**$ (39,271)**
Cash Flows from Investing Activities:	
Purchase of Property, Plant and Equipment	$ (7,110)
Proceeds from Disposal of Property, Plant and Equipment	4
Proceeds from Disposal of Investment Property	513
Net Cash Used in Investing Activities	**$ (6,593)**
Cash Flows from Financing Activities:	
Proceeds from Issue of Equity Instruments of the Company	$ 46,572
Payment for Share Issue Costs	(30)
Proceeds from Borrowings	3,065
Repayment of Borrowings	(4,880)
Net Cash Provided by Financing Activities	**$ 44,727**
Net Decrease in Cash and Cash Equivalents	**$ (1,137)**
Cash and Cash Equivalents at Beginning of Period	$ 62,117
Effects of Currency Translation on Cash and Cash Equivalents	(71)
Cash and Cash Equivalents at End of Period	**$ 60,909**
Supplemental Disclosure of Cash Flow Information:	
Cash Paid for Interest	$ 356
Cash Paid for Income Taxes	–
Supplemental Disclosure of Non-Cash Investing Activities:	
Acquisition of Equity Method Investment in Lanzajet Through Contribution of License	$ 15,000

Consolidated Statement of Changes in Redeemable Convertible Preferred Stock and Shareholders' Equity (Deficit)

(In Thousands, except share data)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Shareholders' Equity (Deficit)
	Shares	Amount	Shares	Amount				
Balance at January 1, 2020	**23,695,330**	**$ 347,938**	**1,622,886**	**–**	**$ 16,354**	**$ (300,038)**	**$ 2,885**	**$ (280,799)**
Issuance of Series E Preferred Stock, Net of Issuance Cost of $30	2,034,212	$ 46,470	–	–	–	–	–	–
Share-based Compensation Expense	–	–	–	–	$ 2,392	–	–	$ 2,392
Net Loss	–	–	–	–	–	$ (39,691)	–	(39,691)
Issuance of Common Stock Upon Exercise of Pptions	–	–	33,529	–	$ 72	–	–	72
Foreign Currency Translation	–	–	–	–	–	–	$ (136)	(136)
Balance at December 31, 2020	**25,729,542**	**$ 394,408**	**1,656,415**	**–**	**$ 18,818**	**$ (339,729)**	**$ 2,749**	**$ (318,162)**

Concentration of Credit Risk and Other Risks and Uncertainties

Potential Risk from Revenues, Receivables and PP&E Outside of the United States

- Revenue generated from the Company's customers outside of the United States for the year ended December 31, 2020 was approximately 14%
- As of December 31, 2020, approximately 27% of trade accounts receivable and unbilled accounts receivable was due from customers located outside the United States
- At December 31, 2020, the value of property, plant, and equipment by the Company outside the United States was immaterial

Potential Risk from Concentration of Revenues and Receivables

Customers Representing 10% or Greater of Revenue were as Follows for the Year Ended December 31:

	2020
Customer A	27 %
Customer B	22
Customer C	15

Customers Representing 10% or Greater of Billed Accounts Receivable were as Follows as of December 31:

	2020
Customer D	43 %
Customer C	15
Customer E	14

Disaggregated Revenue

(In Thousands, except share and per share data)

	Year Ended December 31, 2020
Contract Types:	
Joint Development Agreements[1]	$ 6,928
Other Contract Research	1,982
Research and Development Revenue	**$ 8,910**
Licensing	$ 1,567
Engineering and Other Services	8,303
Carbon Capture and Utilization Revenue	**$ 9,870**
Total Revenue	**$ 18,780**

The Following Table Presents Disaggregation of the Company's Revenues by Customer Location for the Year Ended December 31, 2020 (In Thousands):

	Year Ended December 31, 2020
North America	$ 16,159
Asia	504
Europe	2,117
Total Revenue	**$ 18,780**

[1] Revenue from Collaborative Partners is included in the Above within Joint Development Agreements.

LanzaTech NZ, Inc. Unaudited Estimated 2021 Summary Financial Information

($ in millions)

Unaudited Estimated 2021 Summary Financial Information	
	2021E
Revenues	**$25 to 27**
Cost and Operating Expenses	$(75) to (77)
Loss from Operations	$(48) to (52)
Net Loss	**$(50) to (54)**
Adjusted EBITDA[1]	**~$(43) to $(47)**

This projected financial information is preliminary. See "Preliminary Financial Information" above.

[1] *See "Non-GAAP Reconciliations" for a reconciliation of Adjusted EBITDA to its most directly comparable financial measure calculated in accordance with GAAP..*

LanzaTech NZ, Inc. Reconciliation of Net Loss to EBITDA and Adjusted EBITDA

($ in millions)

Non-GAAP Reconciliations

Reconciliation of Net Loss to EBITDA and Adjusted EBITDA	
	2021E
Net Loss	**$(50) – (54)**
Depreciation Expense	$4
EBITDA	$(46) – (50)
Stock-based Compensation Expense	$3
Adjusted EBITDA	**$(43) – (47)**

Risk Factors

Certain Factors may have a material adverse effect on our business, financial condition and results of operations. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. If any of the following risks actually occur, our business, financial condition, results of operations and future prospects could be adversely affected. In that event, you could lose all or part of your investment. All references in this section to "we," our" or "us" refer both to the business of LanzaTech and its subsidiaries prior to the consummation of the proposed business combination and to the business of the post-business combination public company and its subsidiaries.

The list below has been prepared solely for the purpose of the private placement transaction, and solely for potential private placement investors, and not for any other purpose. Accordingly, the list below is qualified in its entirety by disclosures contained in future documents filed or furnished by LanzaTech and AMCI Acquisition Corporation II, Inc. ("AMCI") or otherwise with respect to LanzaTech and AMCI, with the SEC, including the documents filed or furnished in connection with the proposed transactions between LanzaTech and AMCI. The risks presented in such filings may differ significantly from and be more extensive that those presented below.

Our business, results of operations and financial condition have been, and could continue to be, adversely affected by the COVID-19 pandemic.

We have incurred losses and anticipate continuing to incur losses.

We rely, and expect to continue to rely, heavily on industry partners to effect our growth strategy and to execute our business plan, and our failure to successfully maintain and manage these relationships and enter into new relationships could delay our anticipated timelines, prevent the successful development and commercialization of products produced using our process technologies, negatively impact our financial results and prevent us from achieving or sustaining profitability.

Even if we are successful in entering into strategic partnering arrangements, there are a number of different arrangements that we can pursue, and there are no assurances that we will select and negotiate the best arrangements for us and our stockholders.

We have entered into and anticipate entering into non-binding letters of intent, side letters, memoranda of understanding, term sheets and other arrangements with potential industry partners and cannot assure you that such arrangements will lead to definitive agreements. If we are unable to complete these arrangements in a timely manner and on terms favorable to us, our business will be adversely affected.

We continue to face significant risks associated with our internal expansion strategy.

Construction of our or our partners' plants may not be completed in the expected timeframe or in a cost-effective manner. Any delays in the construction of plants could severely impact our business, financial condition, results of operations and prospects.

Failure to continuously reduce operating and capital costs for our and our partners' facilities that deploy our process technologies may impact adoption of our process technologies and could severely impact our business, financial condition, results of operations and prospects.

Maintenance, expansion and refurbishment of our and our partners' facilities, the construction of new facilities and the development and implementation of our new process technologies or new aspects of our existing process technologies involve significant risks.

Our commercial success may be influenced by the price of fossil feedstocks relative to the price of our waste based feedstocks.

Fluctuations in the prices of waste based feedstocks used to manufacture the products produced using our process technologies may affect our or our industry partners' cost structure, gross margin and ability to compete.

Declines in the prices of feedstocks our competitors use to produce their products could allow them to reduce the prices of their products, which could cause us or our industry partners to reduce the prices of the products produced using our process technologies. This could make it uneconomical for our partners to produce products using our process technologies.

While abundant, if the availability of the waste based feedstocks used in our process technologies declines or competition for them increases, we or our business partners may experience delayed or reduced production or be required to raise the prices of the products produced using our process technologies, either of which could reduce the demand for the products produced using our process technologies and our revenue.

We compete in an industry characterized by rapidly advancing technologies, intense competition and a complex intellectual property landscape, and our failure to successfully compete with other companies in our industry may have a material adverse effect on our business, financial condition and results of operations and market share.

Technological innovation by others could render our technology and the products produced using our process technologies obsolete or uneconomical.

Our financial results could vary significantly from quarter to quarter and are difficult to predict.

Our financial projections may differ materially from actual results.

We may require substantial additional financing to fund our operations and complete the development and commercialization of the process technologies that produce each of our products or new aspects of our existing process technologies that produce each of our products, and we may not be able to do so on favorable terms.

If we are unable to manage our growth and expand our operations successfully, our reputation and brand may be damaged and our business and results of operations may be harmed.

If we lose key personnel or are unable to attract, integrate and retain additional key personnel, it could harm our research and development efforts, delay the commercialization of the new process technologies or the new aspects of our existing process technologies, delay the launch of process technologies in our development pipeline and impair our ability to meet our business objectives.

No assurances can be given that the Projected Financing will occur or with respect to the actual size, timing and form of any such financing.

Risk Factors (Cont.)

Even if we successfully develop process technologies that produce products meeting our industry partners' specifications, the adoption of such process technologies by our industry partners may be delayed or reduced, or our costs may increase, due to customer qualification, negative life cycle assessment, or capital investment procedures.

LanzaJet has an exclusive license to some of our intellectual property related to sustainable aviation fuel.

Failure of LanzaJet to complete its initial facility or failure of third parties to adopt the LanzaJet process in their commercial facilities for the production of sustainable aviation fuel could result in us never owning a majority stake in LanzaJet and may severely impact our business, financial condition, results of operations and prospects.

Our and our industry partners' failure to accurately forecast demand for any product produced using our process technologies could result in an unexpected shortfall or surplus that could negatively affect our results of operations.

Our success is highly dependent on our ability to maintain and efficiently utilize our technology platform, and to effectively identify potential products for which to develop and commercialize new process technologies, and problems related to our technology platform could harm our business and result in wasted research and development efforts.

We may not be successful in identifying new market opportunities and needs and developing our technology platform, or process technologies to produce products to meet those needs, which would limit our prospects and lead to greater dependency on the success of a smaller number of target products.

Our failure or the failure of our industry partners to realize expected economies of scale could limit our or our partners' ability to sell products produced using our process technologies at competitive prices, negatively impact our ability to enter into other strategic arrangements and the potential for other industry partners to adopt our process technologies, and materially and adversely affect our business and prospects.

Natural or man-made disasters, social, economic and political instability, and other similar events may significantly disrupt our and our industry partners' businesses, and negatively impact our results of operations and financial condition.

Governmental programs designed to incentivize the production and consumption of low-carbon fuels and carbon capture and utilization, may be implemented in a way that does not include products produced using our novel technology platform and process technologies or could be repealed, curtailed or otherwise changed, which would have a material adverse effect on our business, results of operations and financial condition.

Any decline in the value of carbon credits or other incentives associated with products produced using our process technologies could harm our results of operations, cash flow and financial condition.

We expect to rely on a limited number of industry partners for a significant portion of our near-term revenue.

We and our industry partners are subject to extensive international, national and subnational laws and regulations, and any changes in relevant laws or regulations, or failure to comply with these laws and regulations could have a material adverse effect on our business and could substantially hinder our and our partners' ability to manufacture and commercialize products produced using our process technologies.

Our success may be dependent on popular, government and corporate sentiment regarding the production of carbon-based fuels and chemicals and the development and deployment of carbon capture and utilization technology.

We and our industry partners use hazardous materials and must comply with applicable environmental, health and safety laws and regulations. Any claims relating to improper handling, storage or disposal of these materials or noncompliance with applicable laws and regulations could be time consuming and costly and could adversely affect our business and results of operations.

Our genetically engineered microbes may be subject to regulatory scrutiny and may face future development and regulatory difficulties. Additionally, failure to obtain import permits for all relevant microbes in jurisdictions with our industry partners could adversely affect our business and results of operations.

We may be subject to product liability claims, which could result in material expense, diversion of management time and attention and damage to our business, reputation and brand.

Ethical, legal and social concerns about genetically engineered products and process technologies that use genetically engineered supplies could limit or prevent the use of products produced using our process technologies and could limit our revenues.

Our government grants are subject to uncertainty, which could harm our business and results of operations.

The requirements of being a public company may strain our resources and divert management's attention, and the increases in legal, accounting and compliance expenses that will result from being a public company may be greater than we anticipate.

Our management has limited experience in operating a public company.

Risk Factors (Cont.)

We have identified material weaknesses in our internal control over financial reporting. These material weaknesses could continue to adversely affect the combined company's ability to report its results of operations and financial condition accurately and in a timely manner.

If we experience a significant disruption in our information technology systems, including security breaches, or if we fail to implement new systems and software successfully, our business operations and financial condition could be adversely affected.

International sales by us and our industry partners expose us and our industry partners to the risk of fluctuation in currency exchange rates and rates of foreign inflation, which could adversely affect our results of operations.

Changes in interest rates and capital availability may impact investment and financing decisions by our industry partners, which could adversely affect our results of operations.

Any failure by us to manage acquisitions and other significant transactions successfully may have a material adverse effect on our results of operations, financial condition, and cash flows.

Our company culture has contributed to our success, and if we cannot maintain this culture as we grow, our business could be harmed.

Causes of supply chain challenges, including COVID-19, could result in delays or increased costs for us and our partners deploying our technologies.

We and our industry partners have a limited operating history utilizing our technology and different feedstocks, which may make it difficult to evaluate our future viability and predict our future performance.

We have not yet generated material revenues from marketing of CarbonSmart products and sale of equipment and our revenue forecast must be considered in light of the uncertainty and risks frequently encountered by companies in their early stage of development.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

Changes in U.S. and foreign tax laws could have a material adverse effect on our business, cash flow, results of operations or financial conditions.

Political and economic uncertainty, including changes in policies of the Chinese government or in relations between China and the United States, may impact our revenue and materially and adversely affect our business, financial condition, and results of operations.

Products produced by our process technologies compete with or are intended to displace comparable products produced using fossil resources. The market prices for these alternatively produced products and commodities are subject to volatility and there is a limited referenceable market for the more sustainable, waste based products that our process technologies enable.

Our patent rights may not provide commercially meaningful protection against competition.

Differences and uncertainties with respect to legal systems outside the United States could adversely affect the legal protection available to us.

We may not be able to operate our business without infringing the proprietary rights of third parties.

Trade secrets can be difficult to protect and enforce, and our inability to do so could adversely affect our competitive position.

If trade secrets are stolen, misappropriated or reverse engineered, others could use these designs to produce competing products.

We may not retain exclusive rights to intellectual property created as a result of our strategic partnering arrangements which could limit our prospects and result in costly and time-consuming disputes.

Some of our intellectual property may be subject to federal regulation such as "march-in" rights, reporting requirements and a preference for U.S. industry, and any such regulations could negatively impact our business and prospects.

We depend on certain technologies that are licensed to us. We do not control these technologies and any loss of our rights to them could prevent us from developing or selling our process technologies.

Any strategic partnering arrangement that involves the licensing of any of our intellectual property may increase our risks, harm our competitive position and increase our costs.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, or lawsuits asserted by a third party, which could be expensive, time consuming and unsuccessful.