IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AMYRIS, INC., *et al*.,	Case No. 23-11131 (TMH]
Debtors. [1]	(Jointly Administered)
	Re Docket Nos. 1112, 1193, 1200, 1205, 1251

NOTICE OF FILING THIRD AMENDED PLAN SUPPLEMENT FOR THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF AMYRIS, INC. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that on January 23, 2024, the Debtors filed the *Third Amended Joint Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* [Docket No. 1200] (the "Plan") and, on December 12, 2023, the *Disclosure Statement With Respect to Second Amended Joint Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* [Docket No. 893] (the "Disclosure Statement") in the United States Bankruptcy Court for the District of Delaware (the "Court").[2] The Court entered an Order [Docket No. 897] (the "Disclosure Statement Order"), approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. On February 7, 2024, the Court entered its Order confirming the Plan [Docket No. 1251].

PLEASE TAKE FURTHER NOTICE that, as contemplated by the Plan and the Disclosure Statement Order, on January 9, 2024, the Debtors filed the *Notice of Filing Plan Supplement for the Second Amended Joint Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* [Docket No. 1112], on January 22, 2024, the Debtors filed the *Notice of Filing First Amended Plan Supplement for the Second Amended Joint Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, As Modified* [Docket No. 1193](collectively, the "Plan Supplement"), and on January 23, 2024, the Debtors filed the *Notice of Filing Second Amended Plan Supplement for the Second Amended Joint Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, As Modified* [Docket No. 1205].

PLEASE TAKE FURTHER NOTICE that the Debtors hereby amend the Plan Supplement by filing drafts of the following documents (which are subject to continued

[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Amyris. The location of Debtor Amyris Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

[2] Any capitalized terms not defined herein shall have the meanings ascribed to them in the Plan and/or Disclosure Statement.

negotiation between interested parties and the Debtors), as may be amended, supplemented, or modified from time to time through the Effective Date:[3]

Exhibit	Description
A.	Creditor Trust Agreement (Excluding Ex. 1 – Plan)
C.	Identification of Designated Preference Actions
D.	Identification of Specified Preference Actions
E.	Amended DSM-Firmenich Contracts
F.	DSM Plan Promissory Note
G.	DSM Plan Promissory Note Pledge Agreement
H.	Identification of Outstanding DIP Facility and/or Foris Prepetition Secured Loans that are amended and restated or rolled-over into indebtedness of Reorganized Amyris as part of the Exit First Lien Facility
I.	Exit First Lien Facility Documents
K.	Amended Givaudan Contracts
L.	Plan Administrator Agreement
P.	Schedule of Assumed Executory Contracts and Unexpired Leases and Proposed Cure Amounts

PLEASE TAKE FURTHER NOTICE that the documents, or portions thereof, contained in the Plan Supplement are not final and remain subject to ongoing review by the Debtors and interested parties. The Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court. If any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Confirmation Hearing, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE that the Plan, the Disclosure Statement, the Plan Supplement, as well as further information regarding these Chapter 11 Cases are available for inspection on the Court's website at https://www.deb.uscourts.gov, or free of charge on the Debtors' restructuring website at https://cases.stretto.com/amyris/.

[3] Documents that amend previously-filed Exhibits are accompanied by redlined versions showing changes from versions filed with the original Plan Supplement.

Dated: May 6, 2024

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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EXHIBIT A

(CREDITOR TRUST AGREEMENT)

CREDITOR TRUST AGREEMENT

This Creditor Trust Agreement (this "Agreement"), dated as of May 7, 2024, by and between Amyris, Inc. and its affiliated debtors and debtors in possession (the "Debtors")[1] in the Chapter 11 Cases (as defined below), Alexandre Zyngier, of Batuta Capital Advisors LLC, not individually, but solely in his capacity as Creditor Trustee, and Wilmington Trust, National Association, as Delaware Trustee, pertains to the administration of the Creditor Trust pursuant to the terms of the Plan (as defined below), and is made effective as of the Effective Date thereof.

RECITALS

(A) On August 9, 2023 and August 21, 2023, as applicable, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the "Chapter 11 Cases"). The Chapter 11 Cases are jointly administered under Case Number 23-11131 (TMH).

(B) On August 27, 2023, the Office of the United States Trustee for the District of Delaware appointed the official committee of unsecured creditors (the "Creditors' Committee") [Docket No. 152].

(C) On December 12, 2023, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors, as Modified* [Docket No. 892] (as may be amended, modified, or supplemented in accordance with its terms, the "Plan")[2] and the *Disclosure Statement With Respect to Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors, as Modified* [Docket No. 893] (the "Disclosure Statement").

(D) On December 13, 2023, the Bankruptcy Court entered the *Order (I) Approving the Disclosure Statement; (II) Scheduling Confirmation Hearing; (III) Approving Form and Manner of Notice of Confirmation Hearing; (IV) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (A) Approving Form and Content of Solicitation Materials; (B) Establishing Record Date and Approving Procedures for Distribution of Solicitation Materials; (C) Approving Forms of Ballots; (D) Establishing Voting Deadline for Receipt of Ballots and (E) Approving Procedures for Vote Tabulations; (V) Approving Form and Manner of Notice of Plan Releases; (VI) Establishing Deadline and Procedures for Filing Objections to Confirmation of Plan; and (VII) Granting Related Relief* [Docket No. 897] (the "Disclosure Statement Order").

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[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Amyris. The location of Debtor Amyris, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

(E) On December 14, 2023, the Debtors filed the *Notice of Filing Executed Revised Amended and Restated Plan Support Agreement and Joinders of the Official Committee of Unsecured Creditors and the Ad Hoc Noteholder Group* [Docket No. 910].

(F) On January 9, 2024, the Debtors filed the *Plan Supplement for the Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* [Docket No. 1112] (as amended, modified, or supplemented, the "Plan Supplement"), which included a substantially completed version of this Agreement.

(G) On February 7, 2024, the Bankruptcy Court entered the order confirming the Plan [Docket No. 1251] (the "Confirmation Order"). A copy of the confirmed Plan is attached hereto as **Exhibit 1**.

(H) The Plan and Confirmation Order provide for the creation of a Creditor Trust, to be established on the Effective Date on behalf, and for the benefit, of the Creditor Trust Beneficiaries and to hold, administer, investigate, prosecute, liquidate and distribute the Creditor Trust Assets to the Creditor Trust Beneficiaries, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. This Agreement is executed to establish the Creditor Trust and to facilitate the implementation of certain aspects of the Plan.

(I) The Creditor Trustee has been selected to be a Disbursing Agent under the Plan, with responsibility for facilitating distributions, allocations, and/or issuances to holders of Allowed Claims in Classes 7 and 8 in accordance with, and pursuant to, the Plan.

(J) The respective powers, authority, responsibilities, and duties of the Creditor Trustee and the Delaware Trustee shall be governed by this Agreement, the Plan, the Confirmation Order, and any other applicable orders issued by the Bankruptcy Court.

(K) This Agreement is intended to supplement, complement, and implement certain aspects of the Plan; *provided, however*, that if any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, then the Plan shall govern.

(L) The Creditor Trust is intended to qualify as a "liquidating trust" for all purposes of the Investment Company Act of 1940, as amended.

(M) In accordance with the Plan, the Creditor Trust Interests are intended to be exempt, to the extent applicable, from the requirements of the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, pursuant to section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the parties to this Agreement agree as follows:

ARTICLE I
DEFINITIONS

Any capitalized term used, but not otherwise defined, herein shall have the meaning set forth in the Plan. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"**Ad Hoc Group**" means the informal ad hoc group of certain holders of Convertible Notes represented by Paul Hastings LLP, as primary counsel, and Blank Rome LLP, as local counsel, as further described in the *Verified Statement of the Ad Hoc Noteholder Group Pursuant to Bankruptcy Rule 2019* [Docket No. 129].

"**Agreement**" means this Creditor Trust Agreement.

"**Available Net Creditor Proceeds**" shall have the meaning set forth in Section 8.1 herein.

"**Avoidance Actions**" means any and all actual or potential avoidance, recovery, subordination, or other Causes of Action, or remedies that constitute Creditor Trust Assets that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common Law, including fraudulent transfer Laws.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware, presiding over the Chapter 11 Cases, or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the District of Delaware.

"**Cause**" means, for purposes of removing the Creditor Trustee, (a) the Creditor Trustee's conviction of a felony or any other crime involving moral turpitude, (b) any act or failure to act by the Creditor Trustee involving actual dishonesty, fraud, misrepresentation, theft, or embezzlement, (c) the Creditor Trustee's willful and repeated failure to substantially perform his or her duties under this Agreement after written notice and an opportunity to cure, or (d) the Creditor Trustee's incapacity, such that he or she is unable to substantially perform his or her duties under this Agreement for more than thirty (30) consecutive days.

"**Causes of Action**" means, collectively, any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, franchises, Liens, guaranties, Avoidance Actions, agreements, counterclaims, and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured,

whether arising before, on, or after the Petition Date, in tort, Law, equity, or otherwise pursuant to any theory of civil Law (whether local, state, or federal U.S. Law or non-U.S. Law). Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) any claim (whether under local, state, federal U.S. Law or non-U.S. civil Law) based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction Law, violation of local, state, or federal non-U.S. Law or breach of any duty imposed by Law or in equity, including securities Laws and negligence; (c) the right to object to or otherwise contest Claims or Interests and any Claim Objections; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

"**Claim**" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

"**Claim Objection**" means an objection to the allowance of a Claim as set forth in section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and/or any order of the Bankruptcy Court regarding omnibus claims objections.

"**Confidential Parties**" means, collectively, the Creditor Trustee and each of its respective employees, members, agents, professionals, and advisors, including the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals.

"**Confidential Party**" means the Creditor Trustee or each of its respective employees, members, agents, professionals, or advisors, including the Creditor Trustee Professionals and Creditor Trustee Non-Professionals.

"**Creditor Trust**" means a trust established on the Effective Date pursuant to the Plan and Confirmation Order, on behalf, and for the benefit, of the Creditor Trust Beneficiaries in accordance with the Plan, the Confirmation Order, and this Agreement.

"**Creditor Trust Assets**" means the assets to be held in the Creditor Trust composed of (i) the Creditor Trust Funding; (ii) the Estate Claims Settlement Consideration (including, without limitation, the Retained Estate Causes of Action); (iii) the Third-Party Release Settlement Amounts specified for distribution to qualifying holders of Allowed Claims in Classes 7 and 8; (iv) any amounts transferred to the Creditor Trust pursuant to Article IV.T of the Plan; and (v) any net proceeds of (i) – (ii) above; *provided, however*, that (a) Causes of Action of the Debtors and their Estates against any Released Parties and (b) any Designated Preference Actions shall not be Creditor Trust Assets.

"**Creditor Trust Beneficiaries**" means the holders of Allowed Class 7 and Class 8 Claims.

"**Creditor Trust Expenses**" means expenses (including, but not limited to, any taxes imposed on or payable by the Creditor Trust and Creditor Trustee Party fees and expenses) incurred by the Creditor Trust and Delaware Trustee and any additional amount determined

to be necessary or appropriate by the Creditor Trustee to adequately reserve for the operating expenses of the Creditor Trust.

"**Creditor Trust Funding**" means $2,000,000 in Cash to be distributed to the Creditor Trust on the Effective Date to pay for Creditor Trust Expenses.

"**Creditor Trust Interests**" means interests in the Creditor Trust held by the Creditor Trust Beneficiaries.

"**Creditor Trust Register**" means the trust register reflecting the Creditor Trust Interests and Allowed Claims held by each Creditor Trust Beneficiary.

"**Creditor Trustee**" means the trustee for the Creditor Trust, Alexandre Zyngier, of Batuta Capital Advisors LLC, as selected by the Creditors' Committee and the Ad Hoc Group, and any successor appointed pursuant to the terms of this Agreement. The Creditor Trustee and any successor Creditor Trustee shall be a "U.S. person" as determined for U.S. federal income tax purposes.

"**Creditor Trustee Non-Professionals**" means non-professionals retained by the Creditor Trustee including, without limitation, employees, independent contractors, alternative dispute resolution panelists, or other agents as the Creditor Trustee deems appropriate.

"**Creditor Trustee Parties**" means, collectively, the Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals, and any other representatives, agents, employees, successors, or assigns of the Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals.

"**Creditor Trustee Party**" means, individually, the Creditor Trustee, the Creditor Trustee Professionals, the Creditor Trustee Non-Professionals, or any other representatives, agents, employees, successors, or assigns of the Creditor Trustee, the Creditor Trustee Professionals, or Creditor Trustee Non-Professionals.

"**Creditor Trustee Professionals**" means professionals retained by the Creditor Trustee including, without limitation, disbursing and transfer agents, legal counsel, accountants, experts, investment, auditing, and forecasting and other consultants, and other agents or advisors, as the Creditor Trustee deems appropriate.

"**Designated Preference Actions**" means collectively Estate Causes of Action that are preference actions arising under Section 547 of the Bankruptcy Code that are so designated as Designated Preference Actions in the Plan Supplement.

"**Disbursing Agent**" means, as applicable, the Entity or Entities selected by the Debtors, the Reorganized Debtors, Ad Hoc Group, Creditors' Committee, or the Plan Administrator, as applicable, to make or to facilitate distributions, allocations, and/or issuances in accordance with, and pursuant to, the Plan. For the avoidance of doubt, (i) the Plan Administrator may serve as the Disbursing Agent; (ii) the DIP Agent shall not be a Disbursing Agent; and (iii) the Creditor Trust shall be the Disbursing Agent for distributions to holders of Allowed Claims in Classes 7 and 8.

"**Estate**" means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor's Chapter 11 Case.

"**Estate Causes of Action**" means all Causes of Action that are assets of the Debtors' Estates.

"**Estate Claims Settlement Consideration**" means the aggregate of the Estate Claims Settlement Cash Consideration and the Estate Claims Settlement Other Consideration.

"**Estate Claims Settlement Cash Consideration**" means $15,000,000 in cash which shall be distributed Pro Rata to Classes 7 and 8 by the Disbursing Agent, based upon the Allowed Claims in such Classes, and the Creditor Trust Funding, in each case whether or not Class 7 or Class 8 votes to accept the Plan.

"**Estate Claims Settlement Other Consideration**" means the Retained Estate Causes of Action which shall be transferred to the Creditor Trust on the Effective Date and the proceeds thereof, which proceeds shall be part of the Creditor Trust for distribution Pro Rata to Classes 7 and 8, based upon the Allowed Claims in such Classes, whether or not such Classes vote to accept the Plan.

"**Interests**" means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any entity in the Debtors, including all equity securities (as defined in section 101(15) of the Bankruptcy Code), capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtors, partnership interests in the Debtors' stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the Debtors or obligating the Debtors to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated "stock" or a similar security.

"**IRC**" means, as amended, the Internal Revenue Code of 1986.

"**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

"**Plan Administrator**" means the person or entity selected by the Debtors, with the reasonable consent of the Foris Secured Parties, the Creditors' Committee, and the Ad Hoc Group with respect to experience and qualifications, charged with overseeing the tasks outlined in the Plan not delegated to the Creditor Trust.

"**Retained Estate Causes of Action**" means collectively: (a) all Causes of Action of the Debtors and Estates against the Excluded Parties; and (b) the Specified Preference Actions.

"**Treasury Regulation**" means any regulation promulgated by the United States Department of the Treasury, including any temporary regulations from time to time promulgated under the IRC.

"**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware.

ARTICLE II
NAME OF TRUST AND CREDITOR TRUSTEE

The name of the Creditor Trust is the "**AMRS Creditors Trust**." In connection with the exercise of the Creditor Trustee's powers under this Agreement, the Creditor Trustee may use this name or such variation thereof as the Creditor Trustee, in the Creditor Trustee's discretion, may determine. It is the intention of the parties hereto that the Creditor Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the "**Delaware Act**") and that this Agreement constitutes the governing instrument of the Creditor Trust. The Creditor Trustee may conduct the affairs of the Creditor Trust under the name of "AMRS Creditors Trust." The Creditor Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**. The Creditor Trustee is hereby authorized and directed to execute and file with the Delaware Secretary of State such certificates as may from time to time be required under the Act and any other Delaware law.

On the Effective Date, pursuant to Article V of the Plan, the Debtors shall transfer, or cause to be transferred, all of their rights, title, and interest in the Creditor Trust Assets to the Creditor Trust, for the benefit of the Creditor Trust Beneficiaries, which Creditor Trust Assets shall vest in the Creditor Trust free and clear of all Liens, Claims, charges, or other encumbrances or interests. On and after the Effective Date, the Creditor Trust shall be authorized to make distributions to the Creditor Trust Beneficiaries in accordance with the Plan, file and prosecute certain Claims Objections, solely in relation to Class 8 Claims, and commence the investigation and prosecution of the Retained Estate Causes of Action.

The Creditor Trustee shall be deemed to have been appointed as the Debtors' Estates' representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Creditor Trustee shall be entitled to liquidate any and all of the Creditor Trust Assets, and the Available Net Creditor Proceeds shall be distributed to the Creditor Trust Beneficiaries in accordance with the terms of the Plan and this Agreement.

Alexandre Zyngier of Batuta Capital Advisors LLC is hereby appointed to serve as the Creditor Trustee, and hereby accepts this appointment and agrees to serve in such capacity effective upon the Effective Date of the Plan and pursuant to the terms of the Plan and this Agreement. A successor Creditor Trustee shall be appointed as set forth in Section 11.1 hereof in the event the Creditor Trustee is removed or resigns pursuant to this Agreement or if the Creditor Trustee otherwise vacates the position.

ARTICLE III
DUTIES AND POWERS OF THE CREDITOR TRUSTEE

3.1 Generally

Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Creditor Trustee shall control and exercise authority over the Creditor Trust Assets and shall be responsible for administering and liquidating (or abandoning, as the case may be) the Creditor Trust Assets and taking actions on behalf of, and representing, the Creditor Trust, including by (a) filing and prosecuting Claims Objections in relation to Class 8 Claims and (b) investigating and prosecuting any and all Retained Estate Causes of Action. The Creditor Trustee shall have the authority to bind the Creditor Trust within the limitations set forth herein, in the Plan, and in the Confirmation Order, but shall for all purposes hereunder be acting in the capacity of Creditor Trustee and not individually.

Except as otherwise specified in this Agreement or in the Plan, the Creditor Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder or in the Plan.

3.2 Scope of Authority of Creditor Trustee

The Creditor Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the Creditor Trust under the Plan, the Confirmation Order, and, subject to the Plan and the Confirmation Order, this Agreement. Such duties, obligations, rights, and benefits include, without limitation, all duties, obligations, rights, and benefits relating to the investigation, collection, prosecution, settlement, administration, and liquidation of the Creditor Trust Assets, making distributions to Creditor Trust Beneficiaries, administration of the Creditor Trust, and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the Creditor Trust under the Plan, the Confirmation Order, and subject to the Plan and the Confirmation Order, this Agreement. Subject to the provisions of this Creditor Trust Agreement, the Creditor Trustee shall be responsible for all decisions and duties with respect to the Creditor Trust and its assets. The Creditor Trustee shall consult with the Oversight Committee (as defined herein) with respect to all material matters affecting the Creditor Trust. The Creditor Trustee shall be required to obtain the consent of the Oversight Committee as set forth on **Exhibit 3** of this Agreement. In all circumstances, the Creditor Trustee shall act in the best interests of the Creditor Trust Beneficiaries and in furtherance of the purpose of the Creditor Trust, and all transactions concerning Creditor Trust Assets shall be conducted on an arm's-length basis.

3.3 Fiduciary Duties of Creditor Trustee

Pursuant to the Plan and this Agreement, the Creditor Trustee will act in a fiduciary capacity on behalf of the Creditor Trust Beneficiaries.

3.4 Additional Powers of Creditor Trustee

In connection with the administration of the Creditor Trust, subject to and except as otherwise set forth in this Agreement or the Plan, the Creditor Trustee is hereby authorized to perform those acts necessary to accomplish the purposes of the Plan and of the Creditor Trust and

to otherwise protect the interests of Creditor Trust Beneficiaries as contemplated in the Plan and herein. Without limiting, but subject to, the foregoing, the Creditor Trustee shall be authorized, in its sole discretion, and subject to the limitations contained herein and in the Plan (and, for the avoidance of doubt, subject to Oversight Committee consent as set forth on **Exhibit 3** hereof) to:

(a) hold legal title (on behalf of the Creditor Trust as Creditor Trustee, but not individually) to the Creditor Trust Assets held by the Creditor Trust and all assets transferred to the Creditor Trust;

(b) receive and take such action as may be necessary to take possession, custody, or control of all assets and property to be distributed to the Creditor Trust pursuant to the Plan;

(c) protect and enforce the rights to the Creditor Trust Assets vested in the Creditor Trust by the Plan through any method deemed appropriate in its sole discretion, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(d) open and maintain bank accounts in the name of the Creditor Trust, draw checks and drafts thereon on the sole signature of the Creditor Trustee, and terminate such accounts as the Creditor Trustee deems appropriate;

(e) maintain the books and records of the Creditor Trust;

(f) establish such funds, reserves, and accounts within the Creditor Trust estate, as deemed necessary by the Creditor Trustee in carrying out the purposes of the Creditor Trust;

(g) make distributions and pay any other obligations owed by the Creditor Trust from the Available Net Creditor Proceeds as provided herein and in the Plan;

(h) solely with respect to Class 8 General Unsecured Claims, (a) file and prosecute Claim Objections, (b) settle, compromise, withdraw, litigate to judgment, or otherwise resolve any and all Claim Objections, (c) settle, compromise, or resolve any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, and (d) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court;

(i) invest moneys received by the Creditor Trust or otherwise held by the Creditor Trust in accordance with Section 3.6 hereof;

(j) prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle, in accordance with the terms hereof, claims against the Creditor Trust or the Creditor Trust Assets;

(k) investigate, prosecute, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle, in accordance with the terms hereof, any and all Claims and Causes of Action held by the Creditor Trust, including the Retained Estate Causes of Action;

(l) pay expenses and make disbursements necessary to preserve, liquidate, and enhance the Creditor Trust Assets;

(m) purchase liability insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to the Creditor Trustee's duties pertaining to the Creditor Trust Assets (in the form of an errors and omissions policy, fiduciary policy, or otherwise);

(n) purchase such insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to real and personal property which may be or may become Creditor Trust Assets;

(o) purchase such insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to the Creditor Trust Assets (in the form of a directors and officers policy or otherwise);

(p) retain, terminate and pay, as applicable, Creditor Trustee Professionals and Creditor Trustee Non-Professionals as provided in, and subject to the terms of, this Agreement;

(q) incur any reasonable and necessary expenses in investigating, prosecuting, liquidating, and converting the Creditor Trust Assets to Cash, or otherwise administering the Creditor Trust, as set forth in the Plan or this Agreement;

(r) administer the Creditor Trust's tax obligations, including (a) filing tax returns and paying tax obligations, (b) making distributions to Creditor Trust Beneficiaries net of such taxes and applicable withholdings, and (c) representing the interest and account of the Creditor Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, or audit;

(s) in the event that the Creditor Trustee determines that the Creditor Trust Beneficiaries or the Creditor Trust may, will, or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences to the extent permitted under applicable law;

(t) value the Creditor Trust Assets in accordance with Section 12.2(d); and

(u) assume such other powers as may be vested in or assumed by the Creditor Trustee pursuant to the Plan or Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of the Plan or this Agreement.

3.5 Limitation of Creditor Trustee's Authority; No Ongoing Business

Notwithstanding anything to the contrary under applicable law, this Agreement or the Plan, the authority of the Creditor Trustee is limited as follows:

(a) For federal tax purposes and otherwise, the Creditor Trustee shall not be authorized to engage in any trade or business with respect to the Creditor Trust Assets or any

proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Trust.

(b) The Creditor Trustee shall take such actions consistent with the prompt and orderly liquidation of the Creditor Trust Assets as required by applicable law and consistent with the treatment of the Creditor Trust as a "liquidating trust" pursuant to Treasury Regulations § 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124 and as a "grantor trust" for federal income tax purposes, pursuant to sections 671 through 679 of the IRC, to the extent such actions are permitted by this Agreement. The Creditor Trust shall in no event be dissolved later than five (5) years after the Effective Date unless the Bankruptcy Court, upon motion of the Creditor Trustee within the six (6) months prior to such fifth (5^{th}) anniversary (or, in the event of further extension, within the six (6) month period before the end of the preceding extension), determines that a fixed-period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or based on advice or an opinion of counsel satisfactory to the Creditor Trustee that any further extension would not adversely affect the status of the Creditor Trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Creditor Trust Assets.

(c) The Creditor Trustee shall not take, or fail to take, any action that would jeopardize treatment of the Creditor Trust as a "liquidating trust" and as a "grantor trust" (with the Creditor Trust Beneficiaries as the grantors) for federal income tax purposes.

(d) The Creditor Trust shall not have the power to guarantee any debt of other Persons.

(e) The Creditor Trustee shall not, and shall not be authorized to, take any action inconsistent with the Plan, including, without limitation, asserting or seeking to pursue any Claims or Causes of Action released by the Plan.

(f) Notwithstanding anything to the contrary herein (and without limiting any other rights of the Oversight Committee set forth herein), the Creditor Trustee shall not take any actions with respect to any of the items set forth on **Exhibit 3** hereof without the consent of the Oversight Committee as described in Section 16.1 below.

3.6 Investment of Creditor Trust Monies

The Creditor Trustee shall not invest any Creditor Trust Assets, proceeds thereof, or any income earned by the Creditor Trust unless such investment is permitted to be made by a "liquidating trust" within the meaning of Treasury Regulations § 301.7701-4(d) under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684. The Creditor Trustee shall not be liable for interest or obligated to produce income on any moneys received by the Creditor Trust hereunder and held for distribution or payment, except as such interest or other income shall actually be received by the Creditor Trustee. Notwithstanding anything to the contrary herein, any investment shall be made in the manner investments are permitted to be made by a Creditor Trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal

Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684.

3.7 Other Activities

The Creditor Trustee shall be entitled to be employed by third parties while performing the duties required under the Plan and this Agreement, so long as such other employment does not involve holding or representing any interest adverse to the interests of the Creditor Trust, or otherwise preclude or impair the Creditor Trustee from performing its duties under the Plan and this Agreement. The Creditor Trustee represents that, as of the Effective Date, the Creditor Trustee does not hold or represent any interest adverse to the interests of the Creditor Trust by virtue of its employment with or engagement by any Creditor Trust Beneficiaries, third parties or otherwise.

ARTICLE IV
TERM AND COMPENSATION FOR CREDITOR TRUSTEE

4.1 Compensation

The Creditor Trustee shall be entitled to receive fair and reasonable compensation as provided on **Exhibit 4** hereto (the "Fee Schedule") for services rendered on behalf of the Creditor Trust and reimbursement of all reasonable, out-of-pocket expenses. Fees and expenses incurred by the Creditor Trustee shall be paid from the Creditor Trust Assets and any proceeds therefrom; *provided*, *however*, that any Creditor Trustee that resigns or is removed from such capacity shall be entitled to receive its accrued and unpaid monthly fee (or accrued hourly fees, as applicable) and expenses through the effective date of the resignation or removal, but no other compensation. The Fee Schedule may be modified at any time by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted.

4.2 Termination

The duties, responsibilities and powers of the Creditor Trustee shall terminate in accordance with Section 14.1 hereof.

4.3 No Bond

Notwithstanding any state or other applicable law to the contrary, the Creditor Trustee shall not be obligated to obtain a bond, but may do so, in its sole discretion, in which case the expense incurred by such bonding shall be paid by the Creditor Trust.

4.4 Removal

If Cause for removal exists, the Creditor Trustee may be removed at any time by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted; *provided, however*, that no such removal shall be effective until a successor agrees to serve as Creditor Trustee subject to all of the terms and conditions of this Agreement.

Any removal of the Creditor Trustee under this Agreement shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

4.5 Resignation

The Creditor Trustee may resign by giving not less than thirty (30) days' prior written notice thereof to the Creditor Trust Beneficiaries; *provided, however*, that such resignation shall not become effective until a successor agrees to serve as Creditor Trustee subject to all of the terms and conditions of this Agreement.

ARTICLE V
PROVISIONS REGARDING DISTRIBUTIONS

5.1 Distribution Agent

The Creditor Trustee shall distribute Available Net Creditor Proceeds in accordance with the Plan and may employ or contract with other Persons to assist in making such distributions.

5.2 Timing of Distributions

Subject to consent of the Oversight Committee as set forth on **Exhibit 3** hereof, the Creditor Trustee shall make distributions to Creditor Trust Beneficiaries not less frequently than once annually, with such initial one (1) year period commencing on the Effective Date, unless the Creditor Trustee determines, in the Creditor Trustee's reasonable discretion, that making such a distribution is impracticable in light of the anticipated cash needs of the Creditor Trust going forward, or that, in light of the Cash available for distribution, making a distribution would not warrant the incurrence of costs in making the distribution.

5.3 Unclaimed Distributions

In the event that any distribution to a Creditor Trust Beneficiary remains unclaimed or is returned as undeliverable, no distribution to such Creditor Trust Beneficiary shall be made unless and until the Creditor Trust has determined the then-current address of such Creditor Trust Beneficiary, at which time such Unclaimed Distribution shall be made to such Creditor Trust Beneficiary without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the later of: (a) the expiration of one (1) year from the Effective Date or (b) ninety (90) days from the date of such distribution. After such date, all unclaimed Available Net Creditor Proceeds shall be redistributed in accordance with the Plan and this Agreement.

Nothing contained in the Plan or this Agreement shall require the Creditor Trustee to attempt to locate any Creditor Trust Beneficiary.

5.4 Plan Distribution to Holders of Claims Generally

(a) No Plan Distribution in Excess of Allowed Claims. Notwithstanding anything to the contrary herein, Creditor Trust Beneficiaries will not receive, in respect of their

Claims, distributions under the Plan and this Agreement in excess of the amount of their respective Allowed Claims.

(b) Disputed Payments. If any dispute arises as to the identity of a Creditor Trust Beneficiary that is to receive any distribution, the Creditor Trustee may, in lieu of making such distribution to such Creditor Trust Beneficiary, make such distribution into an escrow account or otherwise hold such distribution until the disposition thereof is determined by a court of competent jurisdiction or by written agreement among the interested parties to such dispute, which written agreement is reasonably acceptable to the Creditor Trustee.

(c) Disputed Claims. If an objection to a Class 8 General Unsecured Claim or portion thereof is filed as set forth in Article VIII of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim and the holder of such Allowed Claim receives Creditor Trust Interests on account of its Allowed Claim in accordance with Section 9.2 of this Agreement. As soon as reasonably practicable after that date, the Creditor Trust shall provide to such Creditor Trust Beneficiary the distribution (if any) to which it is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of its Claim, without any interest, dividends, or accruals to be paid on account of its Creditor Trust Interests unless required under applicable bankruptcy law or as otherwise provided in Article VII.A of the Plan. The Debtors and the Reorganized Debtors shall work in good faith, expeditiously, and on a commercially reasonable basis with the Creditor Trustee regarding the allowance or disallowance of Class 8 General Unsecured Claims.

(d) Withholding Taxes. The Creditor Trustee may deduct and withhold and pay to the appropriate taxing authority all amounts required to be deducted or withheld pursuant to the Tax Code or any provision of any state, local, or non-U.S. tax Law with respect to any Creditor Trust Beneficiaries, including with respect to any payment or distribution to the Creditor Trust Beneficiaries, any amounts received by, collections of, or earnings of the Creditor Trust and any proceeds from the Creditor Trust Assets. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such Holder by any governmental authority, including income, withholding and other tax obligations, on account of such distribution or with respect to its ownership of the Creditor Trust Interests. All such amounts deducted or withheld and timely paid to the appropriate taxing authority shall be treated as amounts distributed to such Creditor Trust Beneficiaries for all purposes of the Plan, to the extent permitted by applicable Law. The Creditor Trustee shall be authorized to collect such tax information from the Creditor Trust Beneficiaries (including social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and this Agreement and to determine whether any deduction or withholding applies with respect to a payment to such Creditor Trust Beneficiary and the amount of such deduction or withholding.

(e) Plan Distributions After the Effective Date. In accordance with the Plan and this Agreement, no interest shall accrue or be payable with respect to distributions made after the Effective Date.

(f) Manner of Payments. Unless the Person receiving a distribution agrees otherwise, any distribution under the Plan and this Agreement shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank, in the sole discretion of the Creditor Trustee.

(g) Delivery of Plan Distribution. Distributions to Creditor Trust Beneficiaries shall be made as follows: (a) to the signatory set forth on any of the Proofs of Claim filed by such Creditor Trust Beneficiary or other representative identified therein (or at the last known addresses of such Creditor Trust Beneficiary if no Proof of Claim is filed or if the Creditor Trustee has been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Debtors, as applicable, or the Creditor Trustee, as applicable, after the date of any related Proof of Claim; (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Reorganized Debtors or the Creditor Trustee, as applicable, have not received a written notice of a change of address; (d) at the address set forth on a completed form W-9, received by the Creditor Trustee after the date of any related Proof of Claim; or (e) to any counsel that has appeared in the Chapter 11 Cases on the Creditor Trust Beneficiary's behalf; *provided*, *however*, distributions to holders of Allowed Claims in Class 7 shall be made in accordance with the final paragraph in Article VII.B of the Plan.

(h) Record Date for Plan Distributions. The Creditor Trustee shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed General Unsecured Claim or Allowed Convertible Notes Claim.

5.5 De Minimis Distributions

Notwithstanding anything in the Plan or herein to the contrary, the Creditor Trustee shall not be required to make distributions or payments of less than $50 until the earlier of (a) as soon as reasonably practicable after the aggregate distributions owed to such Creditor Trust Beneficiary on account of Allowed General Unsecured Claim or Allowed Convertible Notes Claim held by such Creditor Trust Beneficiary exceed $50 and (b) the final distribution to Creditor Trust Beneficiaries.

Whenever any distribution of a fraction of a dollar would be required, the Creditor Trustee shall round such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

5.6 Final Plan Distribution

Notwithstanding anything in the Plan to the contrary, in the event that: (a) in the discretion of the Creditor Trustee, the Creditor Trust (i) has insufficient funds to make any further distributions to the Creditor Trust Beneficiaries and (ii) has no remaining potential sources of funds; (b) all Creditor Trust Beneficiaries have been paid in full; or (c) it is impractical or impossible for the Creditor Trustee to make further distributions to the Creditor Trust Beneficiaries, the Creditor Trustee shall have the right to abandon or otherwise dispose of such assets, including by donation of such property to a charity qualifying under section 501(c)(3) of the IRC; *provided*, *however*, that the Creditor Trustee shall be permitted to establish a reserve sufficient to pay all costs and expenses of the Creditor Trust.

5.7 Requirement of Undertaking

The Creditor Trustee may request any court of competent jurisdiction to require, and any such court may in its discretion require, in any suit for the enforcement of any right or remedy under the Plan, or in any suit against the Creditor Trustee for any act taken or omitted by the Creditor Trustee, that the filing party litigant in such suit undertake to pay the costs of such suit or post a bond, if required, and such court may in its discretion assess reasonable costs, including, without limitation, reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant.

ARTICLE VI
CREDITOR TRUST FUNDING

6.1 Creditor Trust Funding

The Creditor Trust Expenses shall be paid, in the first instance, from the Creditor Trust Funding in accordance with the Plan and this Agreement. On the Effective Date, the Creditor Trust Funding shall be $2,000,000 in Cash.

6.2 Creditor Trust Assets

Notwithstanding any prohibition of assignability under applicable nonbankruptcy law, on the Effective Date and periodically thereafter if additional Creditor Trust Assets become available, the Debtors shall be deemed to have automatically distributed to the Creditor Trust Beneficiaries, who will immediately thereafter be deemed to have automatically transferred to the Creditor Trust, all of their right, title, and interest in and to all of the Creditor Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such Creditor Trust Assets shall automatically vest in the Creditor Trust free and clear of all Claims, Liens, encumbrances, and other liabilities, subject only to the Claims of the Creditor Trust Beneficiaries as set forth in the Plan and the expenses of the Creditor Trust and the Creditor Trustee as set forth herein, with all proceeds of the Creditor Trust to be distributed in accordance with the provisions of the Plan and this Agreement. Thereupon, the Debtors and Reorganized Debtors shall have no interest in or with respect to the Creditor Trust Assets or the Creditor Trust, subject to **Exhibit 5** hereof.

6.3 Creditor Trustee's Lien

The Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals shall have a first priority Lien upon the Creditor Trust Assets to secure the payment of any amounts payable to them pursuant to Sections 4.1, 6.1, or 13.2 hereof.

ARTICLE VII
LIABILITY AND EXCULPATION PROVISIONS

7.1 Liability, Indemnification of the Creditor Trustee, the Creditor Trustee Professionals, the Oversight Committee, and the Delaware Trustee

Except to the extent of a bond provided by the Creditor Trustee, if any, or as otherwise provided in the Plan or this Agreement, no recourse shall ever be had, directly or

indirectly, against any Creditor Trustee Party, the Oversight Committee and each of its members, or the Delaware Trustee and any of its representatives, agents, attorneys, employees, successors, or assigns (collectively, the "Creditor Trust Indemnified Parties" and each, a "Creditor Trust Indemnified Party") by legal or equitable proceedings or by virtue of any statute or otherwise, or any deed of trust, mortgage, pledge, or note, nor upon any promise, contract, instrument, undertaking, obligation, covenant, or agreement whatsoever executed by the Creditor Trustee under the Plan or by reason of the creation of any indebtedness by the Creditor Trustee under the Plan for any purpose authorized by the Plan. All such liabilities, covenants, and agreements of such Creditor Trust Indemnified Party, whether in writing or otherwise, under the Plan shall be enforceable only against, and shall be satisfied only out of a bond provided by the Creditor Trustee, if any, and the Creditor Trust Assets or such part thereof as shall, under the terms of any such agreement, be liable therefor, or shall be evidence only of a right of payment out of the Creditor Trust Assets. Every undertaking, contract, covenant, or agreement entered into in writing by the Creditor Trustee shall provide expressly against the personal liability of the Creditor Trustee.

No Creditor Trust Indemnified Party shall be liable for any act or omission of one another, nor shall the Creditor Trust Indemnified Parties be liable for any act or omission taken or not taken in such capacity, including, but not limited to, in the performance of any of the duties and powers of the Creditor Trustee set forth in Article III of this Agreement, other than for specific acts or omissions as determined by a final judgment of a court of competent jurisdiction to be resulting solely from such Creditor Trust Indemnified Party's own willful misconduct, fraud, or gross negligence. The Creditor Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such entities, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, the Creditor Trustee shall not be under any obligation to consult with the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals, and the determination not to do so shall not result in the imposition of liability on the Creditor Trustee, unless such determination is based on such Creditor Trustee's willful misconduct, fraud, or gross negligence as determined by a final judgment of a court of competent jurisdiction. The Creditor Trust shall indemnify and hold harmless the Creditor Trust Indemnified Parties from and against and in respect of all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorney's fees, disbursements, and related expenses), which such Persons may incur or to which such Persons may become subject to in connection with any action, suit, proceeding, or investigation brought by or threatened against such Persons arising out of or due to their acts or omissions or consequences of such acts or omissions, with respect to the implementation or administration of the Creditor Trust or the Plan or the discharge of their duties hereunder; *provided*, *however*, that no such indemnification shall be made to such Persons for actions or omissions as a result of their willful misconduct, fraud, or gross negligence as determined by a final judgment of a court of competent jurisdiction.

All expenses, judgments, penalties, fines and amounts incurred by the Creditor Trust in connection with this Article VII, if any, shall be born solely by the Creditor Trust, payable from the Creditor Trust Assets. Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Creditor Trustee in connection with any action, suit, or proceeding, whether civil, administrative or arbitrative, from which he or she is indemnified

pursuant to this Article VII shall be paid by the Creditor Trust in advance of the final disposition thereof upon receipt of any undertaking, by or on behalf of the Creditor Trustee to repay such amount in the event that is shall be determined ultimately by final order that the Creditor Trustee is not entitled to be indemnified by the Creditor Trust. The costs of administering the Creditor Trust and all fees and expenses incurred by and on behalf of the Creditor Trust shall be charged against the Creditor Trust Assets. Notwithstanding anything herein or in the Plan to the contrary, the Debtors and the Reorganized Debtors shall have no obligation to provide any funds or financing to the Creditor Trust, other than the obligation to contribute the Creditor Trust Assets, and under no circumstances will the expenses of the Creditor Trust be paid or reimbursed by the Debtors or the Reorganized Debtors, as applicable.

The Creditor Trust Indemnified Parties shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Creditor Trust Indemnified Parties. To the extent that, at law or in equity, any member of the Oversight Committee has duties (including fiduciary duties) and liabilities relating hereto, to the Creditor Trust or to the Creditor Trust Beneficiaries, it is hereby understood and agreed by the parties hereto and the Creditor Trust Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Creditor Trust Agreement with respect to the Oversight Committee.

7.2 Reliance by Creditor Trustee and Delaware Trustee

Except as otherwise provided herein:

(a) the Creditor Trustee and the Delaware Trustee may rely, and shall be protected in acting or refraining from acting, upon any certificates, opinions, statements, instruments, or reports believed by it to be genuine and to have been signed or presented by the proper Person or Persons;

(b) the Creditor Trustee and the Delaware Trustee shall not be liable for any action reasonably taken or not taken by it in reasonable reliance upon the advice of a Creditor Trustee Professional or Creditor Trustee Non-Professional;

(c) Persons providing services to the Creditor Trustee or the Delaware Trustee shall look only to the Creditor Trust Assets to satisfy any liability incurred by the Creditor Trustee or the Delaware Trustee to such Person in carrying out the terms of this Agreement, and neither the Creditor Trustee, the Delaware Trustee, nor the Creditor Trust Beneficiaries shall have any personal obligation to satisfy any such liability, except, in the case of the Creditor Trustee or the Delaware Trustee, to the extent that actions taken or not taken after the Effective Date by the Creditor Trustee or the Delaware Trustee are determined by a final judgment of a court of competent jurisdiction to be solely due to the Creditor Trustee's or Delaware Trustee's own willful misconduct, fraud, or gross negligence;

(d) whenever, in the administration of this Agreement, the Creditor Trustee or Delaware Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Creditor Trustee or Delaware Trustee (unless other

evidence be herein specifically prescribed) may rely upon an opinion of counsel or certificate furnished to the Creditor Trustee or the Delaware Trustee by or on behalf of the Creditor Trust Beneficiaries;

(e) the Creditor Trustee and the Delaware Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, or other paper or document, but the Creditor Trustee, in the Creditor Trustee's discretion, may make such further inquiry or investigation into such facts or matters as the Creditor Trustee may see fit, and, if the Creditor Trustee shall determine to make such further inquiry or investigation, the Creditor Trustee shall be entitled to examine the books, records, and premises of the relevant Person or entity, personally or by agent or attorney; and

(f) the Creditor Trustee and the Delaware Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys and the Creditor Trustee and the Delaware Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by the Creditor Trustee and the Delaware Trustee hereunder.

ARTICLE VIII
ESTABLISHMENT OF THE CREDITOR TRUST

8.1 Transfer of Assets to Creditor Trust; Assumption of Liabilities

(a) Pursuant to the Plan, the Debtors, the Creditor Trustee, and the Delaware Trustee hereby establish the Creditor Trust on behalf of the Creditor Trust Beneficiaries to be treated as the grantors and deemed owners of the Creditor Trust Assets. On the Effective Date, pursuant to the Plan, the Debtors or Reorganized Debtors, as applicable, shall transfer, assign, and deliver to the Creditor Trust, on behalf of the Creditor Trust Beneficiaries, notwithstanding any prohibition of assignability under applicable nonbankruptcy law, all of their right, title, and interest in and to the Creditor Trust Assets. The Creditor Trust Assets shall include, without limitation, the Retained Estate Causes of Action. All of the proceeds received by the Creditor Trust from the prosecution, settlement, or other liquidation or monetization of the Creditor Trust Assets after deducting (a) all Creditor Trust Expenses and (b) a reasonable reserve for anticipated future expenses (including the objection to certain Class 8 claims and the prosecution or settlement of any Retained Estate Cause of Action) shall be added to the Cash Creditor Trust Assets (collectively, the "Available Net Creditor Proceeds") and held as a part thereof (and title thereto shall be vested in the Creditor Trust) and shall be distributed in accordance with the Plan and this Agreement. Subject to the terms of the Plan and Section 18.2 of this Agreement, such transfer includes, but is not limited to, all rights to assert, waive, or otherwise exercise any attorney-client privilege, work product protection, or other privilege, immunity, or confidentiality provision vested in, or controlled by, the applicable Debtor. The Creditor Trustee agrees to accept and hold the Creditor Trust Assets for the benefit of the Creditor Trust Beneficiaries, subject to the terms of the Plan and this Agreement.

8.2 Title to Assets

(a) Notwithstanding any prohibition of assignability under applicable nonbankruptcy law, on the Effective Date and periodically thereafter if additional Creditor Trust Assets become available, the Debtors or Reorganized Debtors, as applicable, shall be deemed to have automatically distributed to the Creditor Trust Beneficiaries, who shall immediately thereafter be deemed to have automatically transferred to the Creditor Trust, all of their right, title, and interest in and to all of the Creditor Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Creditor Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the Creditor Trust Beneficiaries as set forth in the Plan and the Creditor Trust Expenses as set forth in the Plan and in this Agreement. Thereupon, the Debtors shall not have any interest in or with respect to the Creditor Trust Assets or the Creditor Trust.

(b) For all U.S. federal income tax purposes, all parties shall treat the transfer of the Creditor Trust Assets to the Creditor Trust for the benefit of the Creditor Trust Beneficiaries, whether their Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Creditor Trust (but only at such time as actually transferred) as (a) a transfer of the Creditor Trust Assets (subject to any obligations relating to such Creditor Trust Assets) to the Creditor Trust Beneficiaries and, to the extent the Creditor Trust Assets are allocable to, or retained on account of, any Disputed Claims (the "Trust Claims Reserve"), followed by (b) the transfer by the Creditor Trust Beneficiaries to the Creditor Trust of the Creditor Trust Assets (other than the Trust Claims Reserve) in exchange for the Creditor Trust Interests. Accordingly, the Creditor Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Creditor Trust Assets (other than Trust Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable Law, for applicable U.S. state and local income tax purposes.

(c) Subject to contrary definitive guidance from the IRS (as determined by the Creditor Trustee in its reasonable discretion) (including the receipt by the Creditor Trustee of a private letter ruling if the Creditor Trustee so requests, or the receipt of an adverse determination by the IRS upon audit if not contested by the Creditor Trustee) or a court of competent jurisdiction, the Creditor Trustee may (a) timely elect to treat the Trust Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 and (b) to the extent permitted by applicable Law, report consistently with the foregoing for applicable U.S. state and local income tax purposes. All parties (including, without limitation, the Debtors, the Creditor Trust, the Creditor Trustee, and the Creditor Trust Beneficiaries) shall report for U.S. federal and applicable U.S. state and local income tax purposes consistently with the foregoing.

ARTICLE IX
CREDITOR TRUST INTERESTS

9.1 Allocation of Creditor Trust Interests to Holders of Claims

On the Effective Date or as soon thereafter as practicable, each Creditor Trust Beneficiary shall be allocated its Creditor Trust Interest as set forth in the Plan.

9.2 Disputed Claims

As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Creditor Trust shall provide to the Holder of such Allowed General Unsecured Claim and Allowed Convertible Note Claim (which are deemed Allowed under the Plan) the Creditor Trust Interests to which such holder is entitled under the Plan, and adjust the Creditor Trust Register to reflect these Creditor Trust Interests.

9.3 Interests Beneficial Only

The ownership of a Creditor Trust Interest shall not entitle any Creditor Trust Beneficiary to any title in or to the Creditor Trust Assets as such (which title shall be vested in the Creditor Trust) or to any right to call for a partition or division of the Creditor Trust Assets or to require an accounting.

9.4 Transfer of Creditor Trust Interests

The Creditor Trust Interests shall not be transferrable other than if transferred by will, intestate succession, or otherwise by operation of law. No transfer, assignment, pledge, hypothecation, or other disposition of a Creditor Trust Interest shall be effective or binding upon the Creditor Trust or the Creditor Trustee for any other purpose. Notwithstanding the foregoing, (a) any Creditor Trust Beneficiary may transfer its Creditor Trust Interests to a wholly-owned subsidiary treated as a corporation for U.S. federal income tax purposes, which shall thereafter be the relevant Creditor Trust Beneficiary, and (b) any Creditor Trust Beneficiary may transfer its Creditor Trust Interests if the Creditor Trust has become a public reporting company and/or files periodic reports under the Exchange Act following a determination set forth in the final sentence of Section 9.10 of this Agreement.

9.5 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Creditor Trust Beneficiary

The death, dissolution, incapacity, or bankruptcy of a Creditor Trust Beneficiary during the term of the Creditor Trust shall not operate to terminate the Creditor Trust during the term of the Creditor Trust, nor shall it entitle the representative or creditors of the deceased, incapacitated, or bankrupt Creditor Trust Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Creditor Trust Assets or for a partition thereof, nor

shall it otherwise affect the rights and obligations of the Creditor Trust Beneficiary under this Agreement or in the Creditor Trust.

9.6 Tax Identification Number

The Creditor Trustee may require any of the Creditor Trust Beneficiaries to identify themselves to the Creditor Trustee and provide tax information and the specifics of their holdings, to the extent requested by the Creditor Trustee, including an IRS Form W-9 or, in the case of Creditor Trust Beneficiaries that are not U.S. persons for U.S. federal income tax purposes, certification of foreign status on an applicable IRS Form W-8, including all applicable supporting documents, and the Creditor Trustee may condition any distribution to any Creditor Trust Beneficiary upon the receipt of such information and the receipt of such other documents as the Creditor Trustee reasonably requests. The Creditor Trustee may refuse to make a distribution to any Creditor Trust Beneficiary that fails to furnish such information in a timely fashion, until (at a minimum) such information is delivered; *provided, however*, that upon the delivery of such information by a Creditor Trust Beneficiary, the Creditor Trustee shall make such distribution to which the Creditor Trust Beneficiary is entitled, without interest; *provided, further*, that if the Creditor Trustee fails to withhold in respect of amounts received or distributable with respect to any such Creditor Trust Beneficiary and the Creditor Trustee is later held liable for the amount of such withholding, such Creditor Trust Beneficiary shall reimburse the Creditor Trustee for such liability. If a Creditor Trust Beneficiary fails to comply with such a request for tax information within ninety days, the Creditor Trustee may file a document with the Bankruptcy Court that will provide twenty one days' notice before such distribution may be deemed an Unclaimed Distribution and shall not be entitled to any subsequent distributions. In the event that the Creditor Trustee elects to make distributions through an intermediary (such as DTC), the party who would be the withholding agent with respect to distributions to the Creditor Trust Beneficiary under U.S. federal income tax principles shall be responsible for withholding tax compliance with respect to any such distribution, based on instructions on the character of the income from the Creditor Trustee. Any Unclaimed Distribution to such Creditor Trust Beneficiary shall be administered in accordance with Section 5.3 of this Agreement.

9.7 Register Entries Regarding Creditor Trust Interests

The Creditor Trustee shall create and maintain a Creditor Trust Register, which shall list all Creditor Trust Beneficiaries and their respective amount of Creditor Trust Interests.

9.8 Representation of Creditor Trust Interests

Except as otherwise set forth in this Agreement, the Creditor Trust Interests shall be passive and shall not have voting, consent, or other shareholder-like control rights with respect to the Creditor Trust. The Creditor Trust Interests shall be uncertificated and shall be reflected only on the records of the Creditor Trustee by appropriate book entries in the Creditor Trust Register.

9.9 Creditor Trust Register

(a) Register of Creditor Trust Interests. The Creditor Trustee shall cause the Creditor Trust Register to be kept at the office of the Creditor Trustee or at such other place or

places that shall be designated by the Creditor Trustee from time to time. The Creditor Trustee shall have the absolute and unconditional right to rely on the Claims Register, creditor lists and/or other information prepared and/or provided by the Debtors or their representatives in connection with the Plan or otherwise, and for purposes of sending notices and making or directing distributions under this Agreement, neither the Trust, the Creditor Trustee nor the Members of the Oversight Committee shall bear any cost, expense or other liability as a result of relying on the foregoing records, documents, or other information.

(b) Access to Creditor Trust Register by Creditor Trust Beneficiaries. The Creditor Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Creditor Trustee, and in accordance with reasonable regulations prescribed by the Creditor Trustee, to inspect, and at the sole expense of the Creditor Trust Beneficiary make copies of, the Creditor Trust Register, in each case only for a purpose reasonable and related to such Creditor Trust Beneficiary's Creditor Trust Interests in the Creditor Trust.

(c) Absolute Owners. The Creditor Trustee may deem and treat each Creditor Trust Beneficiary of record as determined pursuant to this Agreement as the absolute owner of such Creditor Trust Beneficiary's Creditor Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

9.10 Securities Law

The parties hereto intend that the Creditor Trust Interests shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by section 1145 of the Bankruptcy Code and under applicable securities laws to apply to their issuance under the Plan. Subject to Section 9.4 hereof, the Creditor Trustee may amend this Agreement in accordance with Section 15.1 hereof to make such changes as are deemed necessary or appropriate, with the advice of counsel, to ensure that the Creditor Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA or the Investment Company Act.

ARTICLE X
ADMINISTRATION

10.1 Purpose of the Creditor Trust

The Creditor Trust shall be established for the primary purpose of liquidating the Creditor Trust Assets, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Trust. Accordingly, the Creditor Trustee shall, in an expeditious but orderly manner, compromise, settle, or litigate the Retained Estate Causes of Action, liquidate and convert to Cash the Creditor Trust Assets, make distributions to the Creditor Trust Beneficiaries, and not unduly prolong the duration of the Creditor Trust. The Creditor Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Plan.

10.2 Books and Records

Except as otherwise provided in the Plan or the Confirmation Order and subject to Article V.A of the Plan, the Debtors, the Reorganized Debtors, or other furnishing party, upon reasonable notice, shall reasonably cooperate with the Creditor Trustee in the administration of the Creditor Trust, including by providing reasonable access to pertinent documents, including books and records, to the extent the Debtors, the Reorganized Debtors, or other furnishing party have such information and/or documents, to the Creditor Trustee sufficient to enable the Creditor Trustee to perform its duties hereunder. The Debtors and the Reorganized Debtors shall reasonably cooperate with the Creditor Trustee in the administration of the Creditor Trust, including by providing reasonable access to documents and current officers and directors with respect to contesting, settling, compromising, reconciling, and objecting to Class 8 General Unsecured Claims (at the expense of the Creditor Trust). The Creditor Trustee shall act in good faith and shall use his or her best efforts to tailor as narrowly as possible any request for cooperation so as not to be unduly invasive or burdensome upon whom the request is made. The Debtors, the Reorganized Debtors, or other furnishing party shall make reasonable best efforts to retain and transfer all documents relating to the Creditor Trust Assets to the Creditor Trust; *provided* that, in each case, the Creditor Trust agrees upon request to reimburse reasonable and documented out-of-pocket expenses for preservation of documents, copying, or similar expenses. Notwithstanding the foregoing, the Debtors, the Reorganized Debtors, or other furnishing party shall provide such documents or other materials described in this paragraph only upon reasonable request by the Creditor Trustee and only if they can be reasonably provided by the Debtors, the Reorganized Debtors, or other furnishing party without significant effort or material expense; *provided*, that in the event that the Debtors, the Reorganized Debtors, or other furnishing party, as applicable, believes that the requested information cannot be provided without significant effort or material expense, the Debtors, the Reorganized Debtors, or other furnishing party, as applicable, and the Creditor Trustee will confer in good faith to agree upon appropriate consideration for the furnishing party to provide such information. The collection, review, and preservation of documents for any investigation or litigation by the Creditor Trustee shall be at the expense of the Creditor Trust. The Creditor Trustee shall maintain books and records, including, without limitation, the Creditor Trust Register, relating to the administration of the Creditor Trust Assets and the distribution by the Creditor Trustee of the proceeds therefrom in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of law. The Creditor Trustee shall also maintain books and records relating to the income and expenses of the Creditor Trust, and the payment of expenses of and liabilities of, claims against or assumed by, the Creditor Trust in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Except as otherwise provided herein or in the Plan, nothing in this Agreement requires the Creditor Trustee to file any accounting or seek approval of any court with respect to the administration of the Creditor Trust, or as a condition for making any payment or distribution out of the Creditor Trust Assets. The Creditor Trustee may, but has no obligation to, engage a claims agent (including the Debtors' existing claims agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases solely with respect to Class 8 General Unsecured Claims throughout the administration of the Creditor Trust Assets.

The books and records maintained by the Creditor Trustee may be disposed of by the Creditor Trustee at the later of (a) such time as the Creditor Trustee determines that the

continued possession or maintenance of such books and records is no longer necessary for the benefit of the Creditor Trust or the Creditor Trust Beneficiaries or (b) upon the termination and completion of the winding down of the Creditor Trust.

10.3 Compliance with Laws

Any and all distributions made pursuant to this Agreement shall comply with all applicable laws and regulations, including, but not limited to, applicable federal and state tax and securities laws.

ARTICLE XI
SUCCESSOR CREDITOR TRUSTEE

11.1 Successor Creditor Trustee

In the event the Creditor Trustee is removed or resigns pursuant to this Agreement or the Creditor Trustee otherwise vacates its position, a successor Creditor Trustee shall be appointed by the Oversight Committee, *provided* that in the event the Oversight Committee is unable or unwilling to so appoint, a successor Creditor Trustee may be appointed by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted. Thereupon, such successor Creditor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Creditor Trust with like effect as if originally named herein; *provided, however*, that a removed or resigning Creditor Trustee shall, nevertheless, when requested in writing by the successor Creditor Trustee, execute and deliver any reasonable instrument or instruments conveying and transferring to such successor Creditor Trustee all the estates, properties, rights, powers, and trusts of such removed or resigning Creditor Trustee; *provided, further*, that no such appointment of a successor Creditor Trustee shall be effective until such successor executes, acknowledges, and deliver to the Creditor Trust, the Delaware Trustee, and the retiring Creditor Trustee, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and conditions of this Agreement.

ARTICLE XII
REPORTING

12.1 Annual Reports

(a) As soon as reasonably practicable after the end of each calendar year, and as soon as practicable upon termination of the Creditor Trust, the Creditor Trustee shall send or otherwise provide (for instance, without limitation, via electronic portal) to each Creditor Trust Beneficiary a separate statement setting forth the Creditor Beneficiary's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Creditor Trust) as relevant for U.S. federal income tax purposes and will instruct each such Creditor Beneficiary to report such items on their federal income tax returns (including, for the avoidance of doubt, with respect to withholding tax) or to forward the appropriate information to such Creditor Trust Beneficiary's underlying beneficial holders with instructions to utilize such information in

preparing their U.S. federal income tax returns; *provided*, that if the Creditor Trustee elects to make distributions through an intermediary (such as DTC), it may cause such intermediary to provide such statements to such Creditor Trust Beneficiaries.

12.2 Federal Income Tax

(a) Grantor Trust Status. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Creditor Trustee of a private letter ruling if the Creditor Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Creditor Trustee), the Creditor Trustee shall file tax returns for the Creditor Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) to the extent permitted by applicable law, subject to the treatment of the Trust Claims Reserve.

(b) Allocations of Creditor Trust Taxable Income. Subject to the provisions of Section 12.2(a) hereof, allocations of Creditor Trust taxable income or loss shall be determined by the Creditor Trustee in his or her reasonable judgment consistent with applicable tax laws.

(c) Tax Compliance. The Creditor Trustee shall administer the Creditor Trust's tax obligations, including (a) filing tax returns and paying tax obligations of the Creditor Trust, *provided*, for the avoidance of doubt, any such tax obligations shall be paid from the Creditor Trust Assets, (b) making distributions to Creditor Trust Beneficiaries net of such taxes and applicable withholdings, (c) representing the interest and account of the Creditor Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, or audit. The Creditor Trustee shall be responsible for payment, out of the Creditor Trust Assets, of any taxes imposed on the Creditor Trust or the Creditor Trust Assets, including the Trust Claims Reserve.

(d) Valuation for Tax Purposes. As soon as reasonably practicable following the establishment of the Creditor Trust, the Creditor Trustee shall determine the value of the assets transferred to the Creditor Trust, in accordance with the Plan, based on the good faith determination of the Creditor Trustee, and the Creditor Trustee shall apprise, in writing, the Creditor Trust Beneficiaries of such valuation, from time to time as relevant for tax reporting purposes. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Creditor Trust, the Creditor Trustee, and the Creditor Trust Beneficiaries) for all applicable U.S. federal, state, and local income tax purposes. The Bankruptcy Court shall resolve any disputes regarding the valuation of the assets transferred to the Creditor Trust.

(e) Determination of Taxes. The Creditor Trustee may request an expedited determination of taxes of the Creditor Trust, including the Trust Claims Reserve, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Creditor Trust for all taxable periods through the dissolution of the Creditor Trust.

12.3 Other

The Creditor Trustee shall file (or cause to be filed) any statement, returns, or disclosures relating to the Creditor Trust or the Creditor Trust Assets that are required by any governmental unit.

ARTICLE XIII
CREDITOR TRUSTEE PROFESSIONALS AND NONPROFESSIONALS

13.1 Retention of Creditor Trustee Professionals and Creditor Trustee Non-Professionals

The Creditor Trust shall have the right to retain Creditor Trustee Professionals and Creditor Trustee Non-Professionals, each on such terms as the Creditor Trustee deems appropriate. Subject to the provisions of Section 3.4 hereof and **Exhibit 3** hereto, it is contemplated that the law firm of White & Case LLP will be retained as general counsel to the Creditor Trust. The Creditor Trustee Professionals and the Creditor Trustee Non-Professionals shall be compensated in accordance with Section 13.2 hereof and need not be "disinterested" as that term is defined in the Bankruptcy Code. For the avoidance of doubt, the Creditor Trust, in the sole discretion of the Creditor Trustee, shall have the ability to reimburse the fees incurred by counsel to the Ad Hoc Group.

13.2 Payment to Creditor Trustee Professionals and Creditor Trustee Non-Professionals

After the Effective Date, the Creditor Trustee Professionals and Creditor Trustee Non-Professionals shall be required to submit reasonably detailed invoices on a monthly basis to the Creditor Trustee, including in such invoices a description of the work performed, who performed such work, and if billing on an hourly basis, the hourly rate of each such Person, plus an itemized statement of expenses. The Creditor Trustee shall pay those invoices within thirty (30) days after receipt, without Bankruptcy Court approval, unless the Creditor Trustee objects in writing specifying the reasons for such objection and identifying the specific fees or expenses to which objection is made. If there is a dispute as to a portion of an invoice, the Creditor Trustee shall pay the undisputed portion. All payments to Creditor Trustee Professionals and Creditor Trustee Non-Professionals shall be paid out of the Creditor Trust Assets. Following the Effective Date, the Creditor Trustee may use Trust Assets to pay the reasonable fees and expenses incurred by the future Creditor Trustee during the pre-Effective Date period to assist the future Creditor Trustee in connection with preparation and finalization of this Agreement and other documents, and relevant tasks undertaken by the future Creditor Trustee in preparing for his role and duties as Creditor Trustee.

ARTICLE XIV
TERMINATION OF CREDITOR TRUST

14.1 Duration and Extension

The Creditor Trustee and the Creditor Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Creditor Trustee determines that all Creditor Trust Assets have been liquidated or otherwise disposed of, or the liquidation or other disposition of any remaining Creditor Trust Assets is not likely to yield sufficient additional proceeds to justify further actions with respect to the Creditor Trust Assets and (b) all distributions of Creditor Trust Assets required to be made by the Creditor Trustee have been made (the "**Termination Date**"), but in no event shall the Termination Date be later than five years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth (5^{th}) anniversary (and, in

the event of further extension, within the six-month period before the end of the preceding extension), determines that a fixed-period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS or based on advice or an opinion of counsel satisfactory to Creditor Trustee that any further extension would not adversely affect the status of the Creditor Trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Creditor Trust Assets. After the final distribution of the balance of the Creditor Trust Assets pursuant to the Plan and this Agreement, the Creditor Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions. Following the Termination Date, the Creditor Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Creditor Trust to be filed in accordance with the Delaware Act (without the need for the Delaware Trustee's consent or signature). Notwithstanding anything to the contrary contained in this Agreement, the existence of the Creditor Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

Upon dissolution of the Creditor Trust, any remaining Creditor Trust Assets shall be distributed to all Creditor Trust Beneficiaries in accordance with the Plan and this Agreement, as appropriate; *provided, however*, that if the Creditor Trustee reasonably determines that such remaining Creditor Trust Assets are insufficient to render further distribution practicable, the Creditor Trustee may (a) reserve any amount necessary to dissolve the Creditor Trust; (b) donate any balance to a charitable organization (i) described in section 501(c)(3) of the Tax Code, (ii) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (iii) not a "private foundation" as defined in section 509(a) of the Tax Code, and (iv) that is unrelated to the Debtors, the Creditor Trust, and any insider of the Creditor Trustee; and (c) dissolve the Creditor Trust.

14.2 Diligent Administration

The Creditor Trustee shall (a) not unduly prolong the duration of the Creditor Trust; (b) at all times endeavor to resolve, settle, or otherwise monetize all rights, claims or other assets that constitute Creditor Trust Assets; (c) upon written request of a Creditor Trust Beneficiary and with the consent of the Oversight Committee, consult and confer with the Creditor Trust Beneficiaries not more than three times per year, and otherwise keep Creditor Trust Beneficiaries timely advised of all material matters; and (d) effect the liquidation of the Creditor Trust Assets and distribution of the Available Net Creditor Proceeds to the Creditor Trust Beneficiaries in accordance with the terms of the Plan and this Agreement.

ARTICLE XV
AMENDMENT AND WAIVER

15.1 Amendment and Waiver

Any substantive provision of this Agreement may be materially amended or waived by order of the Bankruptcy Court if necessary to implement the Plan; *provided, however*, that no change may be made to this Agreement that would adversely affect the federal income tax status of the Creditor Trust as a "grantor trust"; and *provided, further*, that no such amendment or waiver be inconsistent with the Plan. Technical or nonmaterial amendments to or waivers of portions of

this Agreement may be made as necessary to clarify this Agreement or to enable the Creditor Trust to effectuate the terms of this Agreement, with the consent of the Creditor Trustee; *provided, however*, that no such amendment or waiver be inconsistent with the Plan.

ARTICLE XVI
OVERSIGHT COMMITTEE AND RELATED MATTERS

16.1 Establishment, Composition and Role of Oversight Committee.

(a) The Creditor Trustee shall be subject to oversight by a committee (the "Oversight Committee") comprised of three members, whose initial members are identified on **Exhibit 6** hereto. The role of the Oversight Committee shall be to consult with the Creditor Trustee as set forth herein and to provide or withhold the consent required pursuant to **Exhibit 3** hereof. The Oversight Committee shall consist of (i) at least one member selected by the Ad Hoc Group and (ii) at least one member selected by the Creditors' Committee. The Creditor Trustee shall consult with and/or obtain the consent of the Oversight Committee in accordance with the terms of this Agreement. The Oversight Committee shall have reasonable access to the Creditor Trustee's consultants and other advisors retained by the Creditor Trust and information available to the Creditor Trustee, which access shall be made available as determined by the Creditor Trustee in his or her discretion.

(b) The Oversight Committee shall act by majority vote so long as there are three members of the Oversight Committee. The Oversight Committee may continue to act in the event of one vacancy on the Oversight Committee, in which case the unanimous consent of the remaining two members of the Oversight Committee shall be required for action by the Oversight Committee.

16.2 Tenure of the Members of the Oversight Committee.

(a) The authority of the members of the Oversight Committee will be effective as of the Effective Date and will remain and continue in full force and effect until the Creditor Trust is terminated in accordance with the terms hereof. The members of the Oversight Committee will serve until death or resignation or removal pursuant to Section 16.4 hereof.

16.3 Compensation of the Members of the Oversight Committee.

The members of the Oversight Committee shall not receive any compensation for services rendered (other than, in the Creditor Trustee's discretion, any fees and expenses reasonably incurred other than counsel).

16.4 Resignation and Removal of Members of Oversight Committee and Related Matters.

(a) Resignation. Any member of the Oversight Committee may resign such position and be discharged from any future obligations and liabilities hereunder by giving written notice thereof to the Creditor Trustee and the other members of the Oversight Committee at least thirty (30) days prior to the effective date of such resignation (such notice a "Notice of Resignation"). Subject to the expiration of such notice period, such resignation shall become

effective on the day specified in such Notice of Resignation. Upon the effective date of any such resignation, such resigned member of the Oversight Committee shall be entitled, subject to the discretion of the Creditor Trustee, to any reimbursement set forth in this Agreement which remains due and owing to such member at the time of the effective date of such resignation.

(b) Removal. Any member of the Oversight Committee may be removed for cause at any time by order of the Bankruptcy Court upon motion by (i) any Creditor Trust Beneficiary or (ii) the Oversight Committee, after a unanimous vote of the other members, written resolution of which shall be delivered to the removed member.

(c) Appointment of a Successor Member of Oversight Committee. Within twenty (20) days of the mailing date of the Notice of Resignation (or within twenty (20) days of the effective date of an order of the Bankruptcy Court authorizing the removal of a member of the Oversight Committee) (the "Successor Designation Deadline"), a successor shall be appointed to fill such position by the unanimous vote of the remaining members on the Oversight Committee. In designating a successor, the remaining members of the Oversight Committee will endeavor, through the reasonable exercise of their business judgment, to select a candidate with appropriate skills and experience to carry out the duties of a member of the Oversight Committee. In the event that the Oversight Committee has not appointed a successor by the Successor Designation Deadline, the Creditor Trustee shall appoint such successor.

(d) Acceptance of Selection of Successor Member of Oversight Committee. Any successor member of the Oversight Committee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver counterparts thereof to the Creditor Trustee, who shall immediately file the same with the Bankruptcy Court. Thereupon, such successor member of the Oversight Committee shall, without any further act, become vested with all of the rights, powers, duties, authority and privileges of his predecessor hereunder.

(e) Trust Continuance. The death, resignation, incompetency or removal of any member of the Oversight Committee shall neither terminate the Creditor Trust created by this Agreement nor invalidate any action theretofore taken by such member of the Oversight Committee. In the event of the resignation or removal of a member of the Oversight Committee, such member shall (i) promptly execute and deliver any such documents, instruments, and other writing as may be necessary to effect the termination of such member's capacity under this Agreement; (ii) deliver to the Creditor Trustee all documents, instruments, records, and other writings relating to the Creditor Trust as may be in the possession of such member; and (iii) otherwise assist and cooperate in effecting the transfer and assumption of his/her obligations and functions by the replacement member.

ARTICLE XVII
DELAWARE TRUSTEE AND RELATED MATTERS

17.1 There shall at all times be a trustee to serve in accordance with the requirements of the Delaware Act (the "**Delaware Trustee**"). The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall

act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Article XVII, the Delaware Trustee shall resign immediately in the manner and with the effect hereinafter specified in Section 17.3 hereof. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties (including fiduciary duties), and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Creditor Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

17.2 The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Creditor Trustee set forth herein. The Delaware Trustee shall be a trustee of the Creditor Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Delaware Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Act. The duties (including fiduciary duties), liabilities, and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Creditor Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Delaware Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Creditor Trust, the Creditor Trustee, the Oversight Committee, or the Creditor Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Creditor Trustee. The Delaware Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth in this Agreement. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Agreement against the Delaware Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Agreement shall not be construed as a duty, and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, gross negligence, or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Creditor Trustee or any other person pursuant to the provisions of this Agreement unless the Creditor Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses, and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Creditor Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Creditor Trustee. The Delaware Trustee may, at the expense of the Creditor Trust, request, rely on, and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

17.3 The Delaware Trustee shall serve until such time as the Creditor Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Creditor Trustee in accordance with the terms of Section 17.4 hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance

written notice to the Creditor Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Creditor Trustee in accordance with Section 17.4 hereof; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Creditor Trustee. If the Creditor Trustee does not act within such thirty (30)-day period, the Delaware Trustee, at the expense of the Creditor Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

17.4 Upon the resignation or removal of the Delaware Trustee, the Creditor Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Creditor Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Agreement. The successor Delaware Trustee shall make any related filings required under the Delaware Act, including filing a Certificate of Amendment to the Certificate of Trust of the Creditor Trust in accordance with Section 3810 of the Delaware Act.

17.5 Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion, or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

17.6 The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Creditor Trust and the Delaware Trustee, which compensation shall be paid by the Creditor Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Agreement. The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Delaware Trustee.

17.7 The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement. Delivery of reports, information and documents to the Delaware Trustee is for informational purposes only and the Delaware Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein or determinable from information contained therein. The Delaware Trustee may rely on the accuracy of any document

delivered to it and shall have no responsibility to verify the accuracy of it or be required to calculate or verify any numerical information in it. Neither the Delaware Trustee nor any of its directors, officers, employees, agents, or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Creditor Trust, the Creditor Trustee or any other person, or any of their directors, members, officers, agents, affiliates, or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership, or transferability of any Creditor Trust Assets, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

17.8 The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics or pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

17.9 The Delaware Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. Nothing in this Agreement shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of any such loss or damage and regardless of the form of action.

17.10 The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

17.11 The Delaware Trustee is hereby authorized to take such action as the Creditor Trustee specifically directs in written instructions delivered to the Delaware Trustee and shall have no liability for acting in accordance therewith.

17.12 Notwithstanding anything herein to the contrary, the Delaware Trustee shall not be required to take any action that is in violation of applicable law.

17.13 The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the "**CTA**"), may require the Creditor Trust to file reports with the Financial Crimes Enforcement Network ("**FinCEN**") from time to time. It shall be the Creditor Trustee's duty and not the Delaware Trustee's duty to cause the Creditor Trust to make such filings, as applicable, and to cause the Creditor Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Creditor Trustee hereunder and that the Creditor Trustee is and shall deemed to be the party with the power and authority to exercise substantial control over the Creditor Trust.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Intention of Parties to Establish Grantor Trust

This Agreement is intended to create a grantor trust for U.S. federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust (other than with respect to the Trust Claims Reserve).

18.2 Preservation of Privilege

Subject to the terms of the Plan and solely with respect to (a) filing and prosecuting Claims Objections in relation to Class 8 Claims and (b) investigating and prosecuting any and all Retained Estate Causes of Action, any attorney-client privilege, work-product protection, or other privilege or immunity attaching or relating to any documents or communications (of any kind, whether written or oral, electronic, or otherwise) held by the Debtors shall be deemed to be transferred to the Creditor Trust for the limited purpose set forth herein (the "Transferred Privileges") without waiver and shall in all aspects remain privileged. The Debtors, the Reorganized Debtors and the Creditor Trustee, as applicable, shall take all necessary actions to protect the Transferred Privileges.

Subject to the terms of the Plan, the Creditor Trustee may not waive any Transferred Privileges in respect of records, documents, or information related to the Creditor Trust Assets without first providing to the Reorganized Debtors reasonable advance written notice and an opportunity to protect their respective rights with respect to any subsequent disclosure and the terms of any protective order, confidentiality stipulation, or similar agreement relating to such disclosure. The Reorganized Debtors may not make disclosure in a manner that could effectuate a waiver of any Transferred Privileges in respect of records, documents, or information related to the Creditor Trust Assets without first providing to the Creditor Trustee reasonable advance written notice (in no event less than five (5) business days) and an opportunity to protect the Creditor Trust's rights with respect to any subsequent disclosure and the terms of any protective order, confidentiality stipulation, or similar agreement relating to such disclosure. If the Creditor Trustee or the Reorganized Debtors object to an action proposed to be taken by the other with regard to records, documents, or information related to the Creditor Trust Assets that are covered by the Transferred Privilege (or a disclosure that would result in a waiver), the parties shall be permitted to raise the issue promptly with the Bankruptcy Court. The party providing advance written notice may take its proposed action unless the Bankruptcy Court determines that (a) such action would cause material adverse harm to the other party, or (b) the harm to the objecting party would

substantially outweigh the benefit to the party seeking to take the proposed action. The objecting party shall bear the burden of proof. Each of the parties shall bear its own costs and expenses, including attorneys' fees, incurred in connection with such dispute.

18.3 Dispute Resolution

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 18.3 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Agreement.

(b) Informal Dispute Resolution. Any dispute under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) Formal Dispute Resolution. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 18.3(d) hereof.

(d) Judicial Review. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to the Plan and this Agreement) and serving on the counterparty or counterparties and the Creditor Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Creditor Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

(e) For matters involving the consent of the Oversight Committee, the provisions of this Section 18.3 shall apply only after the procedures set forth on **Exhibit 3** hereof have been exhausted without resolution of the dispute, provided however, under this Section 17.3, the Oversight Committee shall have the burden of proof to show the validity of the Oversight Committee's withholding of consent.

18.4 Confidentiality

The Confidential Parties shall hold strictly confidential and not use for personal gain any material, nonpublic information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any Entity to which any of the Creditor Trust Assets relates; *provided*, *however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties, or (b) such disclosure is required of the Confidential Parties pursuant to legal process, including, but not limited to, subpoena or other court order or other applicable laws or regulations. In the event that any Confidential Party is requested to divulge confidential information pursuant to clause (b) above, such Confidential Party shall promptly, to the extent legally permitted, in advance of making such disclosure, provide reasonable notice of such required disclosure to the Creditor Trustee to allow it sufficient time to object to or prevent such disclosure through judicial or other means and shall cooperate reasonably with the Creditor Trustee in making any such objection, including, but not limited to, appearing in any judicial or administrative proceeding in support of any objection to such disclosure and shall disclose that portion of such information required to be disclosed pursuant to a judicial order.

18.5 Laws as to Construction; Enforcement of Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of law. Any action to enforce or interpret this Agreement shall be brought in the Bankruptcy Court unless and until a final decree has been entered in the Chapter 11 Cases, and thereafter in any court of competent jurisdiction.

18.6 Severability

Except with respect to provisions herein that are contained in the Plan, if any provision of this Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

18.7 Notices

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, on the third (3rd) business day after such notice is delivered by facsimile (at the number set forth below with proof of confirmation), overnight delivery, or electronic mail and mailed by certified mail, with return receipt requested

at the address as set forth below, or such other addresses as may be filed with the Bankruptcy Court:

As to the Creditor Trustee:

Contact Name:	Alexandre Zyngier c/o Batuta Capital Advisors LLC
Address:	650 Halstead Ave., Suite 201B2 Mamaroneck, NY 10543
Phone:	914-565-9129
E-mail:	azyngier@batutaadvisors.com

with copies to:

White & Case LLP

Attn.: Gregory F. Pesce, Andrew F. O'Neill, Andrea Kropp

Address:	111 South Wacker Drive, Suite 5100 Chicago, Illinois 60606
Phone:	312-881-5400
E-mail:	gregory.pesce@whitecase.com aoneill@whitecase.com andrea.kropp@whitecase.com

and

Paul Hastings LLP

Attn.: John Storz

Address:	200 Park Avenue New York, New York 10166
Phone:	212-318-6000
E-mail:	johnstorz@paulhastings.com

As to the Debtors:

Contact Name:	Amyris, Inc. Attn.: General Counsel
Address:	5885 Hollis Street, Suite 100 Emeryville, California 94608
E-mail:	generalcounsel@amyris.com

with copies to:

Pachulski Stang Ziehl & Jones LLP

Attn.: Richard M. Pachulski, Debra I. Grassgreen, James E. O'Neill

Address:	919 N. Market Street, 17th Floor P.O. Box 8705 Wilmington, Delaware 19899-8705 (Courier 19801)
Phone:	302-652-4100
E-mail:	rpachulski@pszjlaw.com dgrassgreen@pszjlaw.com joneill@pszjlaw.com

As to the Reorganized Debtors:

Contact Name:	Amyris, Inc. Attn.: General Counsel
Address:	5885 Hollis Street, Suite 100 Emeryville, California 94608
E-mail:	generalcounsel@amyris.com

with copies to:

Goodwin Procter LLP

Attn.: Jon Novotny, Michael H. Goldstein, Alexander J. Nicas, Debora A. Hoehne

Address: Three Embarcadero Center
28th Floor
San Francisco, California 94111

-and-

The New York Times Building
620 Eighth Avenue
New York, New York 10018-1405

Phone: 415-733-6181
212-813-8840
212-459-7460
212-459-7354

E-mail: jnovotny@goodwinlaw.com
mgoldstein@goodwinlaw.com
anicas@goodwinlaw.com
dhoehne@goodwinlaw.com

As to the Delaware Trustee:

Contact Name:	Wilmington Trust, National Association
	Attn.: AMRS Creditors Trust Administrator
Address:	1100 North Market Street
	Wilmington, DE 19801
with copies to:	
	Morris James LLP
	Attn.: Ross Antonacci
Address:	500 Delaware Avenue, Suite 1500
	Wilmington, DE 19801
Phone:	302-888-6914
E-mail:	rantonacci@morrisjames.com

18.8 Notices if to a Creditor Trust Beneficiary

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, on the earlier of (i) notice provided by electronic mail or (ii) the fifth (5^{th}) business day after deposited, postage prepaid, in a post office or letter box, in either case addressed to the Person for whom such notice is intended to the name and electronic mail and/or postage address as determined in accordance with the Creditor Trust Register or otherwise provided by such Person, as applicable.

18.9 No Waiver.

No failure by the Creditor Trust, the Creditor Trustee, the Delaware Trustee, or their respective agents, professionals and employees to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

18.10 Survivability

Notwithstanding any provision of the Plan to the contrary, the terms and provisions of this Agreement shall remain fully binding and enforceable notwithstanding any vacancy in the position of the Creditor Trustee.

18.11 Entire Agreement

This Agreement (including the recitals hereof and, to the extent applicable, the Plan and the Confirmation Order) constitutes the entire agreement by and among the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement (together with the Plan and the Confirmation Order) supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, if any, of the parties hereto relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person

other than the parties hereto and the Creditor Trust Beneficiaries any rights or remedies under or by reason of this Agreement. This Agreement shall be binding on the parties hereto and their successors, including any chapter 11 trustee or chapter 7 trustee appointed in the Chapter 11 Cases.

18.12 No Relationships Created

Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership, or joint venture of any kind, nor shall the Creditor Trustee or the Creditor Trust Beneficiaries be deemed to be or treated in any way whatsoever to be liable or responsible hereunder as partners or joint venturers. The relationship of the Creditor Trust Beneficiaries (on the one hand) to the Creditor Trustee (on the other hand) shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Agreement.

18.13 Headings

The section headings contained in this Agreement are solely for the convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

18.14 Conflicts with Plan Provisions

If any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, then the Plan (as amended, modified, or supplemented in accordance with its terms) shall govern.

18.15 Waiver of Jury Trial

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement to the extent any such proceeding is subject to the jurisdiction of the Bankruptcy Court; provided however, the forgoing waiver shall not apply to the extent any such proceeding is not subject to the jurisdiction of the Bankruptcy Court in accordance with the terms of this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers, all as of the date first written above.

Amyris, Inc., on behalf of itself and all other Debtors

By: _____
Name:
Title:

Alexandre Zyngier, not individually, but solely in his capacity as Creditor Trustee

By: _____
Alexandre Zyngier
Creditor Trustee

Wilmington Trust, National Association, as Delaware Trustee

By: _____
Name:
Title:

Exhibit 1

Confirmed Plan

Exhibit 2

Form of Delaware Certificate of Trust

CERTIFICATE OF TRUST
OF
AMRS CREDITORS TRUST

This Certificate of Trust of AMRS Creditors Trust (the "Trust") is being duly executed and filed on behalf of the Trust by the undersigned trustees to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. Section 3801 *et seq.*) (the "Act").

1. Name. The name of the trust formed hereby is AMRS Creditors Trust.
2. Registered Office; Registered Agent. The name and address of the trustee of the Trust with a principal place of business in the State of Delaware is Wilmington Trust, National Association, 1100 North Market Street, Wilmington, Delaware 19890-1605 Attention: AMRS Creditors Trust Administrator.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

Wilmington Trust, National Association, not in its individual capacity but solely as Delaware Trustee

_____
Name:
Title:

Creditor Trustee

_____
Name: Alexandre Zyngier, not individually, but solely in his capacity as Creditor Trustee

Exhibit 3

Oversight Committee Consent Matters

Without limiting any other rights of the Oversight Committee set forth in this Agreement, the Creditor Trustee shall not take any actions with respect to any of the following actions without the consent of the Oversight Committee, which consent shall be in accordance with Section 16.1 of this Agreement:

(a) Make (or refrain from making) scheduled or unscheduled distributions to Creditor Trust Beneficiaries as contemplated by this Agreement;

(b) Pay any costs or expenses relating to the management, maintenance, operation, preservation or liquidation of the Creditor Trust, which individually or in the aggregate, is in excess of $50,000 per year;

(c) Compromise, arbitrate, mediate, sue on or defend, pursue, prosecute, abandon, dismiss or settle any Claims, Avoidance Actions or other Retained Estate Causes of Action (including the Creditor Trust Assets) in favor of or against the Creditor Trust, to the extent such Claim, Avoidance Action or other Estate Cause of Action involves more than $25,000;

(d) Sue in connection with any matter arising from or related to the Plan or this Agreement that affects in any way the rights or obligations of the Creditor Trust, the Creditor Trustee or the Creditor Trust Beneficiaries; and

(e) Pay any taxes, charges or assessments that may be owed by and levied against the Creditor Trust or Creditor Trust Assets in excess of $50,000.

When the Creditor Trustee is required to obtain the consent of the Oversight Committee, the Creditor Trustee shall provide the Oversight Committee with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Creditor Trustee proposes to take, and explaining in detail the reasons why the Creditor Trustee desires to take such action. The Creditor Trustee shall provide the Oversight Committee as much relevant additional information concerning the proposed action as is requested by the Oversight Committee and as is reasonably practicable under the circumstances. The Creditor Trustee shall also provide the Oversight Committee with such reasonable access to the Creditor Trust consultants and other advisors retained by the Creditor Trust as the Oversight Committee may reasonably request during the time that the Creditor Trustee is considering such action, and shall also provide the Oversight Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Creditor Trustee.

The Oversight Committee must consider in good faith and in a timely fashion any request for its consent by the Creditor Trustee, and must in any event advise the Creditor Trustee, in writing, of its consent or its objection to the proposed action within five (5) business days of receiving the original request for consent from the Creditor Trustee, unless the Creditor Trustee extends the time for such response. The Oversight Committee may not withhold its consent unreasonably. If the Oversight Committee decides to withhold its consent, it must

explain in detail its objections to the proposed action. If the Oversight Committee does not advise the Creditor Trustee, in writing, of its consent or its objections to the action within five (5) business days of receiving notice regarding such request (or within such additional time as may be granted by the Creditor Trustee in his or her discretion), the Oversight Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

If, after following the procedures specified in this Exhibit 2, the Oversight Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Creditor Trustee and the Oversight Committee shall resolve their dispute pursuant to Section 18.3 of the Agreement, *provided*, however, in that event the Oversight Committee shall have the burden of proof to show the validity of the Oversight Committee's objection.

Exhibit 4

Fee Schedule

$10,000 per month for the services of the Creditor Trustee, plus three percent of all proceeds of Estate Claims Other Consideration after giving effect to Creditor Trust expenses, which shall be invoiced by and due to Batuta Capital Advisors LLC.

Exhibit 5

Notwithstanding anything in the Plan to the contrary, on the Effective Date, the Third-Party Release Settlement Amount (as defined in the Plan) with respect to Classes 7 and 8 will be transferred to the Creditor Trust. The Creditor Trustee shall hold in a segregated account such amounts (the "**Third-Party Release Settlement Account**") until the Creditor Trust has distributed, pursuant to the Plan, the Third-Party Release Settlement Amounts to each holder of Direct Claims (as defined in the Plan) in Class 7 and Class 8 who is bound by the Third-Party Release. For the avoidance of doubt, the Holders of all Convertible Notes Claims in Class 7 did not opt out of the Third Party Release Settlement; as such, the Creditor Trustee may make a single payment of $9,264,000 in satisfaction of obligations thereto upon the instruction of the Convertible Notes Trustee. The remaining Class 8 Third-Party Release Settlement Amounts in escrow after all Class 8 Third-Party Release Settlement Amount distributions have been made shall be held in trust for and transferred to the Reorganized Debtors as soon as reasonably possible after all such distributions have been made, together with a summary accounting of such amount based upon those non-qualifying holders of Allowed Unsecured Claims who are not entitled to Third-Party Release Settlement Amounts (i.e., those holders of Allowed Unsecured Claims who opted out of the Third-Party Release). To the extent required by applicable law, the Third-Party Release Settlement Account shall be treated as a "disputed ownership fund" within the meaning of Treasury Regulation section 1.468B-9; the Creditor Trustee shall administer the Third-Party Release Settlement Account in accordance with applicable tax laws and the expenses of such administration, including the payment of taxes, if applicable, shall be charged against the Third-Party Release Settlement Account.

Exhibit 6

Initial Oversight Committee Members

1. Joshua Wiley

2. Joe Ciampi

3. Irvin Schlussel

(REDLINE CREDITOR TRUST AGREEMENT)

CREDITOR TRUST AGREEMENT

This Creditor Trust Agreement (this "Agreement"), dated as of [●], 2024, by and between Amyris, Inc. and its affiliated debtors and debtors in possession (the "Debtors")[1] in the Chapter 11 Cases (as defined below) ~~and~~, Alexandre Zyngier, of Batuta Capital Advisors LLC, not individually, but solely in ~~its~~his capacity as Creditor Trustee, and Wilmington Trust, National Association, as Delaware Trustee, pertains to the administration of the Creditor Trust pursuant to the terms of the Plan (as defined below), and is made effective as of the Effective Date thereof.

RECITALS

(A) On August 9, 2023 and August 21, 2023, as applicable, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the "Chapter 11 Cases"). The Chapter 11 Cases are jointly administered under Case Number 23-11131 (TMH).

(B) On August 27, 2023, the Office of the United States Trustee for the District of Delaware appointed the official committee of unsecured creditors (the "Creditors' Committee") [Docket No. 152].

(C) On December 12, 2023, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors, as Modified* [Docket No. 892] (as may be amended, modified, or supplemented in accordance with its terms, the "Plan")[2] and the *Disclosure Statement With Respect to Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors, as Modified* [Docket No. 893] (the "Disclosure Statement").

(D) On December 13, 2023, the Bankruptcy Court entered the *Order (I) Approving the Disclosure Statement; (II) Scheduling Confirmation Hearing; (III) Approving Form and Manner of Notice of Confirmation Hearing; (IV) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (A) Approving Form and Content of Solicitation Materials; (B) Establishing Record Date and Approving Procedures for Distribution of Solicitation Materials; (C) Approving Forms of Ballots; (D) Establishing Voting Deadline for Receipt of Ballots and (E) Approving Procedures for Vote Tabulations; (V) Approving Form and Manner of Notice of Plan Releases; (VI) Establishing Deadline and Procedures for Filing Objections to Confirmation of Plan; and (VII) Granting Related Relief* [Docket No. 897] (the "Disclosure Statement Order").

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[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Amyris. The location of Debtor Amyris, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

(E) On December 14, 2023, the Debtors filed the *Notice of Filing Executed Revised Amended and Restated Plan Support Agreement and Joinders of the Official Committee of Unsecured Creditors and the Ad Hoc Noteholder Group* [Docket No. 910].

(F) On January 9, 2024, the Debtors filed the *Plan Supplement for the Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* [Docket No. 1112] (as amended, modified, or supplemented, the "Plan Supplement"), which included a substantially completed version of this Agreement.

(G) On ~~[●]~~February 7, 2024, the Bankruptcy Court entered the order confirming the Plan [Docket No. ~~[●]~~1251] (the "Confirmation Order"). A copy of the confirmed Plan is attached hereto as **Exhibit 1**.

(H) The Plan and Confirmation Order provide for the creation of a Creditor Trust, to be established on the Effective Date on behalf, and for the benefit, of the Creditor Trust Beneficiaries and to hold, administer, investigate, prosecute, liquidate and distribute the Creditor Trust Assets to the Creditor Trust Beneficiaries, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. This Agreement is executed to establish the Creditor Trust and to facilitate the implementation of certain aspects of the Plan.

(I) The Creditor Trustee has been selected to be a Disbursing Agent under the Plan, with responsibility for facilitating distributions, allocations, and/or issuances to holders of Allowed Claims in Classes 7 and 8 in accordance with, and pursuant to, the Plan.

(J) The respective powers, authority, responsibilities, and duties of the Creditor Trustee and the Delaware Trustee shall be governed by this Agreement, the Plan, the Confirmation Order, and any other applicable orders issued by the Bankruptcy Court.

(K) This Agreement is intended to supplement, complement, and implement certain aspects of the Plan; *provided*, *however*, that if any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, then ~~this Agreement~~the Plan shall govern.

(L) The Creditor Trust is intended to qualify as a "liquidating trust" for all purposes of the Investment Company Act of 1940, as amended.

(M) In accordance with the Plan, the Creditor Trust Interests are intended to be exempt, to the extent applicable, from the requirements of the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, pursuant to section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the parties to this Agreement agree as follows:

ARTICLE I
DEFINITIONS

Any capitalized term used, but not otherwise defined, herein shall have the meaning set forth in the Plan. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"**Ad Hoc Group**" means the informal ad hoc group of certain holders of Convertible Notes represented by Paul Hastings LLP, as primary counsel, and Blank Rome LLP, as local counsel, as further described in the *Verified Statement of the Ad Hoc Noteholder Group Pursuant to Bankruptcy Rule 2019* [Docket No. 129].

"**Agreement**" means this Creditor Trust Agreement.

"**Available Net Creditor Proceeds**" shall have the meaning set forth in Section 8.1 herein.

"**Avoidance Actions**" means any and all actual or potential avoidance, recovery, subordination, or other Causes of Action, or remedies that constitute Creditor Trust Assets that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common Law, including fraudulent transfer Laws.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware, presiding over the Chapter 11 Cases, or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the District of Delaware.

"**Cause**" means, for purposes of removing the Creditor Trustee, (a) the Creditor Trustee's conviction of a felony or any other crime involving moral turpitude, (b) any act or failure to act by the Creditor Trustee involving actual dishonesty, fraud, misrepresentation, theft, or embezzlement, (c) the Creditor Trustee's willful and repeated failure to substantially perform his or her duties under this Agreement after written notice and an opportunity to cure, or (d) the Creditor Trustee's incapacity, such that he or she is unable to substantially perform his or her duties under this Agreement for more than thirty (30) consecutive days.

"**Causes of Action**" means, collectively, any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, franchises, Liens, guaranties, Avoidance Actions, agreements, counterclaims, and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected,

liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Petition Date, in tort, Law, equity, or otherwise pursuant to any theory of civil Law (whether local, state, or federal U.S. Law or non-U.S. Law). Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) any claim (whether under local, state, federal U.S. Law or non-U.S. civil Law) based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction Law, violation of local, state, or federal non-U.S. Law or breach of any duty imposed by Law or in equity, including securities Laws and negligence; (c) the right to object to or otherwise contest Claims or Interests and any Claim Objections; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

"**Claim**" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

"**Claim Objection**" means an objection to the allowance of a Claim as set forth in section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and/or any order of the Bankruptcy Court regarding omnibus claims objections.

"**Confidential Parties**" means, collectively, the Creditor Trustee and each of its respective employees, members, agents, professionals, and advisors, including the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals.

"**Confidential Party**" means the Creditor Trustee or each of its respective employees, members, agents, professionals, or advisors, including the Creditor Trustee Professionals and Creditor Trustee Non-Professionals.

"**Creditor Trust**" means a trust established on the Effective Date pursuant to the Plan and Confirmation Order, on behalf, and for the benefit, of the Creditor Trust Beneficiaries in accordance with the Plan, the Confirmation Order, and this Agreement.

"**Creditor Trust Assets**" means the assets to be held in the Creditor Trust composed of (i) the Creditor Trust Funding; (ii) the Estate Claims Settlement Consideration (including, without limitation, the Retained Estate Causes of Action); (iii) the Third-Party Release Settlement Amounts specified for distribution to qualifying holders of Allowed Claims in Classes 7 and 8; (iv) any amounts transferred to the Creditor Trust pursuant to Article IV.T of the Plan; and (v) any net proceeds of (i) – (ii) above; *provided*, *however*, that (a) Causes of Action of the Debtors and their Estates against any Released Parties and (b) any Designated Preference Actions shall not be Creditor Trust Assets.

"**Creditor Trust Beneficiaries**" means the holders of Allowed Class 7 and Class 8 Claims.

"**Creditor Trust Expenses**" means expenses (including, but not limited to, any taxes imposed on or payable by the Creditor Trust and Creditor Trustee Party fees and expenses) incurred by the Creditor Trust and Delaware Trustee and any additional amount determined to be necessary or appropriate by the Creditor Trustee to adequately reserve for the operating expenses of the Creditor Trust.

"**Creditor Trust Funding**" means $2,000,000 in Cash to be distributed to the Creditor Trust on the Effective Date to pay for Creditor Trust Expenses.

"**Creditor Trust Interests**" means interests in the Creditor Trust held by the Creditor Trust Beneficiaries.

"**Creditor Trust Register**" means the trust register reflecting the Creditor Trust Interests and Allowed Claims held by each Creditor Trust Beneficiary.

"**Creditor Trustee**" means the trustee for the Creditor Trust, ~~[●]~~Alexandre Zyngier, of Batuta Capital Advisors LLC, as selected by the Creditors' Committee and the Ad Hoc Group, and any successor appointed pursuant to the terms of this Agreement. The Creditor Trustee and any successor Creditor Trustee shall be a "U.S. person" as determined for U.S. federal income tax purposes.

"**Creditor Trustee Non-Professionals**" means non-professionals retained by the Creditor Trustee including, without limitation, employees, independent contractors, alternative dispute resolution panelists, or other agents as the Creditor Trustee deems appropriate.

"**Creditor Trustee Parties**" means, collectively, the Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals, and any other representatives, agents, employees, successors, or assigns of the Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals.

"**Creditor Trustee Party**" means, individually, the Creditor Trustee, the Creditor Trustee Professionals, the Creditor Trustee Non-Professionals, or any other representatives, agents, employees, successors, or assigns of the Creditor Trustee, the Creditor Trustee Professionals, or Creditor Trustee Non-Professionals.

"**Creditor Trustee Professionals**" means professionals retained by the Creditor Trustee including, without limitation, disbursing and transfer agents, legal counsel, accountants, experts, investment, auditing, and forecasting and other consultants, and other agents or advisors, as the Creditor Trustee deems appropriate.

"**Designated Preference Actions**" means collectively Estate Causes of Action that are preference actions arising under Section 547 of the Bankruptcy Code that are so designated as Designated Preference Actions in the Plan Supplement.

"**Disbursing Agent**" means, as applicable, the Entity or Entities selected by the Debtors, the Reorganized Debtors, Ad Hoc Group, Creditors' Committee, or the Plan Administrator, as applicable, to make or to facilitate distributions, allocations, and/or

issuances in accordance with, and pursuant to, the Plan. For the avoidance of doubt, (i) the Plan Administrator may serve as the Disbursing Agent; (ii) the DIP Agent shall not be a Disbursing Agent; and (iii) the Creditor Trust shall be the Disbursing Agent for distributions to holders of Allowed Claims in Classes 7 and 8.

"**Estate**" means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor's Chapter 11 Case.

"**Estate Causes of Action**" means all Causes of Action that are assets of the Debtors' Estates.

"**Estate Claims Settlement Consideration**" means the aggregate of the Estate Claims Settlement Cash Consideration and the Estate Claims Settlement Other Consideration.

"**Estate Claims Settlement Cash Consideration**" means $15,000,000 in cash which shall be distributed Pro Rata to Classes 7 and 8 by the Disbursing Agent, based upon the Allowed Claims in such Classes, and the Creditor Trust Funding, in each case whether or not Class 7 or Class 8 votes to accept the Plan.

"**Estate Claims Settlement Other Consideration**" means the Retained Estate Causes of Action which shall be transferred to the Creditor Trust on the Effective Date and the proceeds thereof, which proceeds shall be part of the Creditor Trust for distribution Pro Rata to Classes 7 and 8, based upon the Allowed Claims in such Classes, whether or not such Classes vote to accept the Plan.

"**Interests**" means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any entity in the Debtors, including all equity securities (as defined in section 101(15) of the Bankruptcy Code), capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtors, partnership interests in the Debtors' stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the Debtors or obligating the Debtors to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated "stock" or a similar security.

"**IRC**" means, as amended, the Internal Revenue Code of 1986.

"**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

"**Plan Administrator**" means the person or entity selected by the Debtors, with the reasonable consent of the Foris Secured Parties, the Creditors' Committee, and the Ad

Hoc Group with respect to experience and qualifications, charged with overseeing the tasks outlined in the Plan not delegated to the Creditor Trust.

"**Retained Estate Causes of Action**" means collectively: (a) all Causes of Action of the Debtors and Estates against the Excluded Parties; and (b) the Specified Preference Actions.

"**Treasury Regulation**" means any regulation promulgated by the United States Department of the Treasury, including any temporary regulations from time to time promulgated under the IRC.

"**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware.

ARTICLE II
NAME OF TRUST AND CREDITOR TRUSTEE

The name of the Creditor Trust is the "~~Amyris Creditor~~AMRS Creditors **Trust**." In connection with the exercise of the Creditor Trustee's powers under this Agreement, the Creditor Trustee may use this name or such variation thereof as the Creditor Trustee, in the Creditor Trustee's discretion, may determine. It is the intention of the parties hereto that the Creditor Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the "**Delaware Act**") and that this Agreement constitutes the governing instrument of the Creditor Trust. The Creditor Trustee may conduct the affairs of the Creditor Trust under the name of "AMRS Creditors Trust." The Creditor Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**. The Creditor Trustee is hereby authorized and directed to execute and file with the Delaware Secretary of State such certificates as may from time to time be required under the Act and any other Delaware law.

On the Effective Date, pursuant to Article V of the Plan, the Debtors shall transfer, or cause to be transferred, all of their rights, title, and interest in the Creditor Trust Assets to the Creditor Trust, for the benefit of the Creditor Trust Beneficiaries, which Creditor Trust Assets shall vest in the Creditor Trust free and clear of all Liens, Claims, charges, or other encumbrances or interests. On and after the Effective Date, the Creditor Trust shall be authorized to make distributions to the Creditor Trust Beneficiaries in accordance with the Plan, file and prosecute certain Claims Objections, solely in relation to Class 8 Claims, and commence the investigation and prosecution of the Retained Estate Causes of Action.

The Creditor Trustee shall be deemed to have been appointed as the Debtors' Estates' representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Creditor Trustee shall be entitled to liquidate any and all of the Creditor Trust Assets, and the Available Net Creditor Proceeds shall be distributed to the Creditor Trust Beneficiaries in accordance with the terms of the Plan and this Agreement.

~~[●], of [●]~~Alexandre Zyngier of Batuta Capital Advisors LLC is hereby appointed to serve as the Creditor Trustee, and hereby accepts this appointment and agrees to serve in such

capacity effective upon the Effective Date of the Plan and pursuant to the terms of the Plan and this Agreement. A successor Creditor Trustee shall be appointed as set forth in Section 11.1 hereof in the event the Creditor Trustee is removed or resigns pursuant to this Agreement or if the Creditor Trustee otherwise vacates the position.

ARTICLE III
DUTIES AND POWERS OF THE CREDITOR TRUSTEE

3.1 Generally

Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Creditor Trustee shall control and exercise authority over the Creditor Trust Assets and shall be responsible for administering and liquidating (or abandoning, as the case may be) the Creditor Trust Assets and taking actions on behalf of, and representing, the Creditor Trust, including by (a) filing and prosecuting Claims Objections in relation to Class 8 Claims and (b) investigating and prosecuting any and all Retained Estate Causes of Action. The Creditor Trustee shall have the authority to bind the Creditor Trust within the limitations set forth herein, in the Plan, and in the Confirmation Order, but shall for all purposes hereunder be acting in the capacity of Creditor Trustee and not individually.

Except as otherwise specified in this Agreement or in the Plan, the Creditor Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder or in the Plan.

3.2 Scope of Authority of Creditor Trustee

The Creditor Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the Creditor Trust under the Plan, the Confirmation Order, and, subject to the Plan and the Confirmation Order, this Agreement. Such duties, obligations, rights, and benefits include, without limitation, all duties, obligations, rights, and benefits relating to the investigation, collection, prosecution, settlement, administration, and liquidation of the Creditor Trust Assets, making distributions to Creditor Trust Beneficiaries, administration of the Creditor Trust, and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the Creditor Trust under the Plan, the Confirmation Order, and subject to the Plan and the Confirmation Order, this Agreement. Subject to the provisions of this Creditor Trust Agreement, the Creditor Trustee ~~in consultation with, and subject to the management and direction of the Oversight Committee (as defined herein),~~ shall be responsible for all decisions and duties with respect to the Creditor Trust and its assets. The Creditor Trustee shall consult with the Oversight Committee (as defined herein) with respect to all material matters affecting the Creditor Trust. The Creditor Trustee shall be required to obtain the consent of the Oversight Committee as set forth on **Exhibit 3** of this Agreement. In all circumstances, the Creditor Trustee shall act in the best interests of the Creditor Trust Beneficiaries and in furtherance of the purpose of the Creditor Trust, and all transactions concerning Creditor Trust Assets shall be conducted on an arm's-length basis.

3.3 Fiduciary Duties of Creditor Trustee

Pursuant to the Plan and this Agreement, the Creditor Trustee will act in a fiduciary capacity on behalf of the Creditor Trust Beneficiaries.

3.4 Additional Powers of Creditor Trustee

In connection with the administration of the Creditor Trust, subject to and except as otherwise set forth in this Agreement or the Plan, the Creditor Trustee is hereby authorized to perform those acts necessary to accomplish the purposes of the Plan and of the Creditor Trust and to otherwise protect the interests of Creditor Trust Beneficiaries as contemplated in the Plan and herein. Without limiting, but subject to, the foregoing, the Creditor Trustee shall be authorized, in its sole discretion, and subject to the limitations contained herein and in the Plan (and, for the avoidance of doubt, subject to Oversight Committee ~~approval to the extent required herein~~consent as set forth on **Exhibit 3** hereof) to:

(a) hold legal title (on behalf of the Creditor Trust as Creditor Trustee, but not individually) to the Creditor Trust Assets held by the Creditor Trust and all assets transferred to the Creditor Trust;

(b) receive and take such action as may be necessary to take possession, custody, or control of all assets and property to be distributed to the Creditor Trust pursuant to the Plan;

(c) protect and enforce the rights to the Creditor Trust Assets vested in the Creditor Trust by the Plan through any method deemed appropriate in its sole discretion, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(d) open and maintain bank accounts in the name of the Creditor Trust, draw checks and drafts thereon on the sole signature of the Creditor Trustee, and terminate such accounts as the Creditor Trustee deems appropriate;

(e) maintain the books and records of the Creditor Trust;

(f) establish such funds, reserves, and accounts within the Creditor Trust estate, as deemed necessary by the Creditor Trustee in carrying out the purposes of the Creditor Trust;

(g) make distributions and pay any other obligations owed by the Creditor Trust from the Available Net Creditor Proceeds as provided herein and in the Plan;

(h) solely with respect to Class 8 General Unsecured Claims, (a) file and prosecute Claim Objections, (b) settle, compromise, withdraw, litigate to judgment, or otherwise resolve any and all Claim Objections, (c) settle, compromise, or resolve any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, and

(d) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court;

(i) invest moneys received by the Creditor Trust or otherwise held by the Creditor Trust in accordance with Section ~~3.6~~3.6 hereof;

(j) prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle, in accordance with the terms hereof, claims against the Creditor Trust or the Creditor Trust Assets;

(k) investigate, prosecute, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle, in accordance with the terms hereof, any and all Claims and Causes of Action held by the Creditor Trust, including the Retained Estate Causes of Action;

(l) pay expenses and make disbursements necessary to preserve, liquidate, and enhance the Creditor Trust Assets;

(m) purchase liability insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to the Creditor Trustee's duties pertaining to the Creditor Trust Assets (in the form of an errors and omissions policy, fiduciary policy, or otherwise);

(n) purchase such insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to real and personal property which may be or may become Creditor Trust Assets;

(o) purchase such insurance coverage as the Creditor Trustee, in its sole discretion, deems necessary and appropriate with respect to the Creditor Trust Assets (in the form of a directors and officers policy or otherwise);

(p) retain, terminate and pay, as applicable, Creditor Trustee Professionals and Creditor Trustee Non-Professionals as provided in, and subject to the terms of, this Agreement;

(q) incur any reasonable and necessary expenses in investigating, prosecuting, liquidating, and converting the Creditor Trust Assets to Cash, or otherwise administering the Creditor Trust, as set forth in the Plan or this Agreement;

(r) administer the Creditor Trust's tax obligations, including (a) filing tax returns and paying tax obligations, (b) making distributions to Creditor Trust Beneficiaries net of such taxes and applicable withholdings, and (c) representing the interest and account of the Creditor Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, or audit;

(s) in the event that the Creditor Trustee determines that the Creditor Trust Beneficiaries or the Creditor Trust may, will, or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences to the extent permitted under applicable law;

(t) value the Creditor Trust Assets in accordance with Section 12.2(d); and

(u) assume such other powers as may be vested in or assumed by the Creditor Trustee pursuant to the Plan or Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of the Plan or this Agreement.

3.5 Limitation of Creditor Trustee's Authority; No Ongoing Business

Notwithstanding anything to the contrary under applicable law, this Agreement or the Plan, the authority of the Creditor Trustee is limited as follows:

(a) For federal tax purposes and otherwise, the Creditor Trustee shall not be authorized to engage in any trade or business with respect to the Creditor Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Trust.

(b) The Creditor Trustee shall take such actions consistent with the prompt and orderly liquidation of the Creditor Trust Assets as required by applicable law and consistent with the treatment of the Creditor Trust as a "liquidating trust" pursuant to Treasury Regulations § 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124 and as a "grantor trust" for federal income tax purposes, pursuant to sections 671 through 679 of the IRC, to the extent such actions are permitted by this Agreement. The Creditor Trust shall in no event be dissolved later than five (5) years after the Effective Date unless the Bankruptcy Court, upon motion of the Creditor Trustee within the six (6) months prior to such fifth (5th) anniversary (or, in the event of further extension, within the six (6) month period before the end of the preceding extension), determines that a fixed-period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or based on advice or an opinion of counsel satisfactory to the Creditor Trustee that any further extension would not adversely affect the status of the Creditor Trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Creditor Trust Assets.

(c) The Creditor Trustee shall not take, or fail to take, any action that would jeopardize treatment of the Creditor Trust as a "liquidating trust" and as a "grantor trust" (with the Creditor Trust Beneficiaries as the grantors) for federal income tax purposes.

(d) The Creditor ~~Trustee~~Trust shall not have the power to guarantee any debt of other Persons.

(e) The Creditor Trustee shall not, and shall not be authorized to, take any action inconsistent with the Plan, including, without limitation, asserting or seeking to pursue any Claims or Causes of Action released by the Plan.

(f) Notwithstanding anything to the contrary herein (and without limiting any other rights of the Oversight Committee set forth herein), the Creditor Trustee shall not take any actions with respect to any of the items set ~~out~~forth on **Exhibit ~~2 hereto~~3** hereof without the

~~approval of a majority of the members of~~consent of the Oversight Committee as described in Section 16.1 below.

3.6 Investment of Creditor Trust Monies

The Creditor Trustee shall not invest any Creditor Trust Assets, proceeds thereof, or any income earned by the Creditor Trust unless such investment is permitted to be made by a "liquidating trust" within the meaning of Treasury Regulations § 301.7701-4(d) under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684. The Creditor Trustee shall not be liable for interest or obligated to produce income on any moneys received by the Creditor Trust hereunder and held for distribution or payment, except as such interest or other income shall actually be received by the Creditor Trustee. Notwithstanding anything to the contrary herein, any investment shall be made in the manner investments are permitted to be made by a Creditor Trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684.

3.7 Other Activities

The Creditor Trustee shall be entitled to be employed by third parties while performing the duties required under the Plan and this Agreement, so long as such other employment does not involve holding or representing any interest adverse to the interests of the Creditor Trust, or otherwise preclude or impair the Creditor Trustee from performing its duties under the Plan and this Agreement. The Creditor Trustee represents that, as of the Effective Date, the Creditor Trustee does not hold or represent any interest adverse to the interests of the Creditor Trust by virtue of its employment with or engagement by any Creditor Trust Beneficiaries, third parties or otherwise.

ARTICLE IV
TERM AND COMPENSATION FOR CREDITOR TRUSTEE

4.1 Compensation

The Creditor Trustee shall be entitled to receive fair and reasonable compensation as provided on **Exhibit ~~3~~4** hereto (the "Fee Schedule") for services rendered on behalf of the Creditor Trust and reimbursement of all reasonable, out-of-pocket expenses. Fees and expenses incurred by the Creditor Trustee shall be paid from the Creditor Trust Assets and any proceeds therefrom; *provided*, *however*, that any Creditor Trustee that resigns or is removed from such capacity shall be entitled to receive its accrued and unpaid monthly fee (or accrued hourly fees, as applicable) and expenses through the effective date of the resignation or removal, but no other compensation. The Fee Schedule may be modified at any time by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted.

4.2 Termination

The duties, responsibilities and powers of the Creditor Trustee shall terminate in accordance with Section ~~14.1~~14.1 hereof.

4.3 No Bond

Notwithstanding any state or other applicable law to the contrary, the Creditor Trustee shall not be obligated to obtain a bond, but may do so, in its sole discretion, in which case the expense incurred by such bonding shall be paid by the Creditor Trust.

4.4 Removal

If Cause for removal exists, the Creditor Trustee may be removed at any time by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted; *provided, however*, that no such removal shall be effective until a successor agrees to serve as Creditor Trustee subject to all of the terms and conditions of this Agreement. Any removal of the Creditor Trustee under this Agreement shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

4.5 Resignation

The Creditor Trustee may resign by giving not less than thirty (30) days' prior written notice thereof to the Creditor Trust Beneficiaries; *provided, however*, that such resignation shall not become effective until a successor agrees to serve as Creditor Trustee subject to all of the terms and conditions of this Agreement.

ARTICLE V
PROVISIONS REGARDING DISTRIBUTIONS

5.1 Distribution Agent

The Creditor Trustee shall distribute Available Net Creditor Proceeds in accordance with the Plan and may employ or contract with other Persons to assist in making such distributions.

5.2 Timing of Distributions

Subject to ~~approval~~consent of the Oversight Committee as set forth ~~herein~~on **Exhibit 3** hereof, the Creditor Trustee shall make distributions to Creditor Trust Beneficiaries not less frequently than once annually, with such initial one (1) year period commencing on the Effective Date, unless the Creditor Trustee determines, in the Creditor Trustee's reasonable discretion, that making such a distribution is impracticable in light of the anticipated cash needs of the Creditor Trust going forward, or that, in light of the Cash available for distribution, making a distribution would not warrant the incurrence of costs in making the distribution.

5.3 Unclaimed Distributions

In the event that any distribution to a Creditor Trust Beneficiary remains unclaimed or is returned as undeliverable, no distribution to such Creditor Trust Beneficiary shall be made unless and until the Creditor Trust has determined the then-current address of such Creditor Trust Beneficiary, at which time such Unclaimed Distribution shall be made to such Creditor Trust Beneficiary without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the later of: (a) the expiration of one (1) year from the Effective Date or (b) ninety (90) days from the date of such distribution. After such date, all unclaimed Available Net Creditor Proceeds shall be redistributed in accordance with the Plan and this Agreement.

Nothing contained in the Plan or this Agreement shall require the Creditor Trustee to attempt to locate any Creditor Trust Beneficiary.

5.4 Plan Distribution to Holders of Claims Generally

(a) No Plan Distribution in Excess of Allowed Claims. Notwithstanding anything to the contrary herein, Creditor Trust Beneficiaries will not receive, in respect of their Claims, distributions under the Plan and this Agreement in excess of the amount of their respective Allowed Claims.

(b) Disputed Payments. If any dispute arises as to the identity of a Creditor Trust Beneficiary that is to receive any distribution, the Creditor Trustee may, in lieu of making such distribution to such Creditor Trust Beneficiary, make such distribution into an escrow account or otherwise hold such distribution until the disposition thereof is determined by a court of competent jurisdiction or by written agreement among the interested parties to such dispute, which written agreement is reasonably acceptable to the Creditor Trustee.

(c) Disputed Claims. If an objection to a Class 8 General Unsecured Claim or portion thereof is filed as set forth in Article VIII of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim and the holder of such Allowed Claim receives Creditor Trust Interests on account of its Allowed Claim in accordance with Section ~~9.2~~9.2 of this Agreement. As soon as reasonably practicable after that date, the Creditor Trust shall provide to such Creditor Trust Beneficiary the distribution (if any) to which it is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of its Claim, without any interest, dividends, or accruals to be paid on account of its Creditor Trust Interests unless required under applicable bankruptcy law or as otherwise provided in Article VII.A of the Plan. The Debtors and the Reorganized Debtors shall work in good faith, expeditiously, and on a commercially reasonable basis with the Creditor Trustee regarding the allowance or disallowance of Class 8 General Unsecured Claims.

(d) Withholding Taxes. The Creditor Trustee may deduct and withhold and pay to the appropriate taxing authority all amounts required to be deducted or withheld pursuant to the Tax Code or any provision of any state, local, or non-U.S. tax Law with respect to any Creditor Trust Beneficiaries, including with respect to any payment or distribution to the Creditor Trust Beneficiaries, any amounts received by, collections of, or earnings of the Creditor Trust and any proceeds from the Creditor Trust Assets. Notwithstanding the above, each Holder

of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such Holder by any governmental authority, including income, withholding and other tax obligations, on account of such distribution or with respect to its ownership of the Creditor Trust Interests. All such amounts deducted or withheld and timely paid to the appropriate taxing authority shall be treated as amounts distributed to such Creditor Trust Beneficiaries for all purposes of the Plan, to the extent permitted by applicable Law. The Creditor Trustee shall be authorized to collect such tax information from the Creditor Trust Beneficiaries (including social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and this Agreement and to determine whether any deduction or withholding applies with respect to a payment to such Creditor Trust Beneficiary and the amount of such deduction or withholding.

(e) Plan Distributions After the Effective Date. In accordance with the Plan and this Agreement, no interest shall accrue or be payable with respect to distributions made after the Effective Date.

(f) Manner of Payments. Unless the Person receiving a distribution agrees otherwise, any distribution under the Plan and this Agreement shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank, in the sole discretion of the Creditor Trustee.

(g) Delivery of Plan Distribution. Distributions to Creditor Trust Beneficiaries shall be made as follows: (a) to the signatory set forth on any of the Proofs of Claim filed by such Creditor Trust Beneficiary or other representative identified therein (or at the last known addresses of such Creditor Trust Beneficiary if no Proof of Claim is filed or if the Creditor Trustee has been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Debtors, as applicable, or the Creditor Trustee, as applicable, after the date of any related Proof of Claim; (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Reorganized Debtors or the Creditor Trustee, as applicable, have not received a written notice of a change of address; (d) at the address set forth on a completed form W-9, received by the Creditor Trustee after the date of any related Proof of Claim; or (e) to any counsel that has appeared in the Chapter 11 Cases on the Creditor Trust Beneficiary's behalf; *provided*, *however*, distributions to holders of Allowed Claims in Class 7 shall be made in accordance with the final paragraph in Article VII.B of the Plan.

(h) Record Date for Plan Distributions. The Creditor Trustee shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed General Unsecured Claim or Allowed Convertible Notes Claim.

5.5 De Minimis Distributions

Notwithstanding anything in the Plan or herein to the contrary, the Creditor Trustee shall not be required to make distributions or payments of less than $50 until the earlier of (a) as soon as reasonably practicable after the aggregate distributions owed to such Creditor Trust Beneficiary on account of Allowed General Unsecured Claim or Allowed Convertible

Notes Claim held by such Creditor Trust Beneficiary exceed $50 and (b) the final distribution to Creditor Trust Beneficiaries.

Whenever any distribution of a fraction of a dollar would be required, the Creditor Trustee shall round such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

5.6 Final Plan Distribution

Notwithstanding anything in the Plan to the contrary, in the event that: (a) in the discretion of the Creditor Trustee, the Creditor Trust (i) has insufficient funds to make any further distributions to the Creditor Trust Beneficiaries and (ii) has no remaining potential sources of funds; (b) all Creditor Trust Beneficiaries have been paid in full; or (c) it is impractical or impossible for the Creditor Trustee to make further distributions to the Creditor Trust Beneficiaries, the Creditor Trustee shall have the right to abandon or otherwise dispose of such assets, including by donation of such property to a charity qualifying under section 501(c)(3) of the IRC; *provided*, *however*, that the Creditor Trustee shall be permitted to establish a reserve sufficient to pay all costs and expenses of the Creditor Trust.

5.7 Requirement of Undertaking

The Creditor Trustee may request any court of competent jurisdiction to require, and any such court may in its discretion require, in any suit for the enforcement of any right or remedy under the Plan, or in any suit against the Creditor Trustee for any act taken or omitted by the Creditor Trustee, that the filing party litigant in such suit undertake to pay the costs of such suit or post a bond, if required, and such court may in its discretion assess reasonable costs, including, without limitation, reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant.

ARTICLE VI
CREDITOR TRUST FUNDING

6.1 Creditor Trust Funding

The Creditor Trust Expenses shall be paid, in the first instance, from the Creditor Trust Funding in accordance with the Plan and this Agreement. On the Effective Date, the Creditor Trust Funding shall be $2,000,000 in Cash.

6.2 Creditor Trust Assets

Notwithstanding any prohibition of assignability under applicable nonbankruptcy law, on the Effective Date and periodically thereafter if additional Creditor Trust Assets become available, the Debtors shall be deemed to have automatically distributed to the Creditor Trust Beneficiaries, who will immediately thereafter be deemed to have automatically transferred to the Creditor Trust, all of their right, title, and interest in and to all of the Creditor Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such Creditor Trust Assets shall automatically vest in the Creditor Trust free and clear of all Claims, Liens, encumbrances, and

other liabilities, subject only to the Claims of the Creditor Trust Beneficiaries as set forth in the Plan and the expenses of the Creditor Trust and the Creditor Trustee as set forth herein, with all proceeds of the Creditor Trust to be distributed in accordance with the provisions of the Plan and this Agreement. Thereupon, the Debtors and Reorganized Debtors shall have no interest in or with respect to the Creditor Trust Assets or the Creditor Trust, subject to **Exhibit 5** hereof.

6.3 Creditor Trustee's Lien

The Creditor Trustee, the Creditor Trustee Professionals, and the Creditor Trustee Non-Professionals shall have a first priority Lien upon the Creditor Trust Assets to secure the payment of any amounts payable to them pursuant to Sections ~~4.1~~4.1, 6.1, or ~~13.2~~13.2 hereof.

ARTICLE VII
LIABILITY AND EXCULPATION PROVISIONS

7.1 Liability, Indemnification of the Creditor Trustee, the Creditor Trustee Professionals, ~~and~~ the Oversight Committee, and the Delaware Trustee

Except to the extent of a bond provided by the Creditor Trustee, if any, or as otherwise provided in the Plan or this Agreement, no recourse shall ever be had, directly or indirectly, against any Creditor Trustee Party ~~or~~, the Oversight Committee and each of its members, or the Delaware Trustee and any of its representatives, agents, attorneys, employees, successors, or assigns (collectively, the "Creditor Trust Indemnified Parties" and each, a "Creditor Trust Indemnified Party") by legal or equitable proceedings or by virtue of any statute or otherwise, or any deed of trust, mortgage, pledge, or note, nor upon any promise, contract, instrument, undertaking, obligation, covenant, or agreement whatsoever executed by the Creditor Trustee under the Plan or by reason of the creation of any indebtedness by the Creditor Trustee under the Plan for any purpose authorized by the Plan. All such liabilities, covenants, and agreements of such Creditor Trust Indemnified Party, whether in writing or otherwise, under the Plan shall be enforceable only against, and shall be satisfied only out of a bond provided by the Creditor Trustee, if any, and the Creditor Trust Assets or such part thereof as shall, under the terms of any such agreement, be liable therefor, or shall be evidence only of a right of payment out of the Creditor Trust Assets. Every undertaking, contract, covenant, or agreement entered into in writing by the Creditor Trustee shall provide expressly against the personal liability of the Creditor Trustee.

No Creditor Trust Indemnified Party shall be liable for any act or omission of one another, nor shall the Creditor Trust Indemnified Parties be liable for any act or omission taken or not taken in such capacity, including, but not limited to, in the performance of any of the duties and powers of the Creditor Trustee set forth in Article III of this Agreement, other than for specific acts or omissions as determined by a final judgment of a court of competent jurisdiction to be resulting solely from such Creditor Trust Indemnified Party's own willful misconduct, fraud, or gross negligence. The Creditor Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such entities, regardless of whether such advice or opinions are provided in writing. Notwithstanding such

authority, the Creditor Trustee shall not be under any obligation to consult with the Creditor Trustee Professionals and the Creditor Trustee Non-Professionals, and the determination not to do so shall not result in the imposition of liability on the Creditor Trustee, unless such determination is based on such Creditor Trustee's willful misconduct, fraud, or gross negligence as determined by a final judgment of a court of competent jurisdiction. The Creditor Trust shall indemnify and hold harmless the Creditor Trust Indemnified Parties from and against and in respect of all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorney's fees, disbursements, and related expenses), which such Persons may incur or to which such Persons may become subject to in connection with any action, suit, proceeding, or investigation brought by or threatened against such Persons arising out of or due to their acts or omissions or consequences of such acts or omissions, with respect to the implementation or administration of the Creditor Trust or the Plan or the discharge of their duties hereunder; *provided*, *however*, that no such indemnification shall be made to such Persons for actions or omissions as a result of their willful misconduct, fraud, or gross negligence as determined by a final judgment of a court of competent jurisdiction.

All expenses, judgments, penalties, fines and amounts incurred by the Creditor Trust in connection with this Article VII, if any, shall be born solely by the Creditor Trust, payable from the Creditor Trust Assets. Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Creditor Trustee in connection with any action, suit, or proceeding, whether civil, administrative or arbitrative, from which he or she is indemnified pursuant to this Article VII shall be paid by the Creditor Trust in advance of the final disposition thereof upon receipt of any undertaking, by or on behalf of the Creditor Trustee to repay such amount in the event that is shall be determined ultimately by final order that the Creditor Trustee is not entitled to be indemnified by the Creditor Trust. The costs of administering the Creditor Trust and all fees and expenses incurred by and on behalf of the Creditor Trust shall be charged against the Creditor Trust Assets. Notwithstanding anything herein or in the Plan to the contrary, the Debtors and the Reorganized Debtors shall have no obligation to provide any funds or financing to the Creditor Trust, other than the obligation to contribute the Creditor Trust Assets, and under no circumstances will the expenses of the Creditor Trust be paid or reimbursed by the Debtors or the Reorganized Debtors, as applicable.

The Creditor Trust Indemnified Parties shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Creditor Trust Indemnified Parties. To the extent that, at law or in equity, any member of the Oversight Committee has duties (including fiduciary duties) and liabilities relating hereto, to the Creditor Trust or to the Creditor Trust Beneficiaries, it is hereby understood and agreed by the parties hereto and the Creditor Trust Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Creditor Trust Agreement with respect to the Oversight Committee.

7.2 Reliance by Creditor Trustee and Delaware Trustee

Except as otherwise provided herein:

(a) the Creditor Trustee and the Delaware Trustee may rely, and shall be protected in acting or refraining from acting, upon any certificates, opinions, statements, instruments, or reports believed by it to be genuine and to have been signed or presented by the proper Person or Persons;

(b) the Creditor Trustee and the Delaware Trustee shall not be liable for any action reasonably taken or not taken by it in reasonable reliance upon the advice of a Creditor Trustee Professional or Creditor Trustee Non-Professional;

(c) Persons providing services to the Creditor Trustee or the Delaware Trustee shall look only to the Creditor Trust Assets to satisfy any liability incurred by the Creditor Trustee or the Delaware Trustee to such Person in carrying out the terms of this Agreement, and neither the Creditor Trustee, the Delaware Trustee, nor the Creditor Trust Beneficiaries shall have any personal obligation to satisfy any such liability, except, in the case of the Creditor Trustee ~~only~~or the Delaware Trustee, to the extent that actions taken or not taken after the Effective Date by the Creditor Trustee or the Delaware Trustee are determined by a final judgment of a court of competent jurisdiction to be solely due to the Creditor Trustee's or Delaware Trustee's own willful misconduct, fraud, or gross negligence;

(d) whenever, in the administration of this Agreement, the Creditor Trustee or Delaware Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Creditor Trustee or Delaware Trustee (unless other evidence be herein specifically prescribed) may rely upon an opinion of counsel or certificate furnished to the Creditor Trustee or the Delaware Trustee by or on behalf of the Creditor Trust Beneficiaries;

(e) the Creditor Trustee and the Delaware Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, or other paper or document, but the Creditor Trustee, in the Creditor Trustee's discretion, may make such further inquiry or investigation into such facts or matters as the Creditor Trustee may see fit, and, if the Creditor Trustee shall determine to make such further inquiry or investigation, the Creditor Trustee shall be entitled to examine the books, records, and premises of the relevant Person or entity, personally or by agent or attorney; and

(f) the Creditor Trustee and the Delaware Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys and the Creditor Trustee and the Delaware Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by the Creditor Trustee and the Delaware Trustee hereunder.

ARTICLE VIII
ESTABLISHMENT OF THE CREDITOR TRUST

8.1 Transfer of Assets to Creditor Trust; Assumption of Liabilities

(a) Pursuant to the Plan, the Debtors ~~and~~, the Creditor Trustee, and the Delaware Trustee hereby establish the Creditor Trust on behalf of the Creditor Trust

Beneficiaries to be treated as the grantors and deemed owners of the Creditor Trust Assets. On the Effective Date, pursuant to the Plan, the Debtors or Reorganized Debtors, as applicable, shall transfer, assign, and deliver to the Creditor Trust, on behalf of the Creditor Trust Beneficiaries, notwithstanding any prohibition of assignability under applicable nonbankruptcy law, all of their right, title, and interest in and to the Creditor Trust Assets. The Creditor Trust Assets shall include, without limitation, the Retained Estate Causes of Action. All of the proceeds received by the Creditor Trust from the prosecution, settlement, or other liquidation or monetization of the Creditor Trust Assets after deducting (a) all Creditor Trust Expenses and (b) a reasonable reserve for anticipated future expenses (including the objection to certain Class 8 claims and the prosecution or settlement of any Retained Estate Cause of Action) shall be added to the Cash Creditor Trust Assets (collectively, the "Available Net Creditor Proceeds") and held as a part thereof (and title thereto shall be vested in the Creditor Trust) and shall be distributed in accordance with the Plan and this Agreement. Subject to the terms of the Plan and Section ~~16.2~~18.2 of this Agreement, such transfer includes, but is not limited to, all rights to assert, waive, or otherwise exercise any attorney-client privilege, work product protection, or other privilege, immunity, or confidentiality provision vested in, or controlled by, the applicable Debtor. The Creditor Trustee agrees to accept and hold the Creditor Trust Assets for the benefit of the Creditor Trust Beneficiaries, subject to the terms of the Plan and this Agreement.

8.2 Title to Assets

(a) Notwithstanding any prohibition of assignability under applicable nonbankruptcy law, on the Effective Date and periodically thereafter if additional Creditor Trust Assets become available, the Debtors or Reorganized Debtors, as applicable, shall be deemed to have automatically distributed to the Creditor Trust Beneficiaries, who shall immediately thereafter be deemed to have automatically transferred to the Creditor Trust, all of their right, title, and interest in and to all of the Creditor Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Creditor Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the Creditor Trust Beneficiaries as set forth in the Plan and the Creditor Trust Expenses as set forth in the Plan and in this Agreement. Thereupon, the Debtors shall not have any interest in or with respect to the Creditor Trust Assets or the Creditor Trust.

(b) For all U.S. federal income tax purposes, all parties shall treat the transfer of the Creditor Trust Assets to the Creditor Trust for the benefit of the Creditor Trust Beneficiaries, whether their Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Creditor Trust (but only at such time as actually transferred) as (a) a transfer of the Creditor Trust Assets (subject to any obligations relating to such Creditor Trust Assets) to the Creditor Trust Beneficiaries and, to the extent the Creditor Trust Assets are allocable to, or retained on account of, any Disputed Claims (the "Trust Claims Reserve"), followed by (b) the transfer by the Creditor Trust Beneficiaries to the Creditor Trust of the Creditor Trust Assets (other than the Trust Claims Reserve) in exchange for the Creditor Trust Interests. Accordingly, the Creditor Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Creditor Trust Assets (other than Trust Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable Law, for applicable U.S. state and local income tax purposes.

(c) Subject to contrary definitive guidance from the IRS (as determined by the Creditor Trustee in its reasonable discretion) (including the receipt by the Creditor Trustee of a private letter ruling if the Creditor Trustee so requests, or the receipt of an adverse determination by the IRS upon audit if not contested by the Creditor Trustee) or a court of competent jurisdiction, the Creditor Trustee may (a) timely elect to treat the Trust Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 and (b) to the extent permitted by applicable Law, report consistently with the foregoing for applicable U.S. state and local income tax purposes. All parties (including, without limitation, the Debtors, the Creditor Trust, the Creditor Trustee, and the Creditor Trust Beneficiaries) shall report for U.S. federal and applicable U.S. state and local income tax purposes consistently with the foregoing.

ARTICLE IX
CREDITOR TRUST INTERESTS

9.1 Allocation of Creditor Trust Interests to Holders of Claims

On the Effective Date or as soon thereafter as practicable, each Creditor Trust Beneficiary shall be allocated its Creditor Trust Interest as set forth in the Plan.

9.2 Disputed Claims

As soon as reasonably practicable after the date that the order or judgment of the Court allowing any Disputed Claim becomes a Final Order, the Creditor Trust shall provide to the Holder of such Allowed General Unsecured Claim and Allowed Convertible Note Claim (which are deemed Allowed under the Plan) the Creditor Trust Interests to which such holder is entitled under the Plan, and adjust the Creditor Trust Register to reflect these Creditor Trust Interests.

9.3 Interests Beneficial Only

The ownership of a Creditor Trust Interest shall not entitle any Creditor Trust Beneficiary to any title in or to the Creditor Trust Assets as such (which title shall be vested in the Creditor Trust) or to any right to call for a partition or division of the Creditor Trust Assets or to require an accounting.

9.4 Transfer of Creditor Trust Interests

The Creditor Trust Interests shall not be transferrable other than if transferred by will, intestate succession, or otherwise by operation of law. No transfer, assignment, pledge, hypothecation, or other disposition of a Creditor Trust Interest shall be effective or binding upon the Creditor Trust or the Creditor Trustee for any other purpose. Notwithstanding the foregoing, (a) any Creditor Trust Beneficiary may transfer its Creditor Trust Interests to a wholly-owned subsidiary treated as a corporation for U.S. federal income tax purposes, which shall thereafter be the relevant Creditor Trust Beneficiary, and (b) any Creditor Trust Beneficiary may transfer its Creditor Trust Interests if the Creditor Trust has become a public reporting company and/or files periodic reports under the Exchange Act following a determination set forth in the final sentence of Section 9.10 of this Agreement.

9.5 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Creditor Trust Beneficiary

The death, dissolution, incapacity, or bankruptcy of a Creditor Trust Beneficiary during the term of the Creditor Trust shall not operate to terminate the Creditor Trust during the term of the Creditor Trust, nor shall it entitle the representative or creditors of the deceased, incapacitated, or bankrupt Creditor Trust Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Creditor Trust Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of the Creditor Trust Beneficiary under this Agreement or in the Creditor Trust.

9.6 Tax Identification Number

The Creditor Trustee may require any of the Creditor Trust Beneficiaries to identify themselves to the Creditor Trustee and provide tax information and the specifics of their holdings, to the extent requested by the Creditor Trustee, including an IRS Form W-9 or, in the case of Creditor Trust Beneficiaries that are not U.S. persons for U.S. federal income tax purposes, certification of foreign status on an applicable IRS Form W-8, including all applicable supporting documents, and the Creditor Trustee may condition any distribution to any Creditor Trust Beneficiary upon the receipt of such information and the receipt of such other documents as the Creditor Trustee reasonably requests. The Creditor Trustee may refuse to make a distribution to any Creditor Trust Beneficiary that fails to furnish such information in a timely fashion, until (at a minimum) such information is delivered; *provided*, *however*, that upon the delivery of such information by a Creditor Trust Beneficiary, the Creditor Trustee shall make such distribution to which the Creditor Trust Beneficiary is entitled, without interest; *provided*, *further*, that if the Creditor Trustee fails to withhold in respect of amounts received or distributable with respect to any such Creditor Trust Beneficiary and the Creditor Trustee is later held liable for the amount of such withholding, such Creditor Trust Beneficiary shall reimburse the Creditor Trustee for such liability. If a Creditor Trust Beneficiary fails to comply with such a request for tax information within ninety days, the Creditor Trustee may file a document with the Bankruptcy Court that will provide twenty one days' notice before such distribution may be deemed an Unclaimed Distribution and shall not be entitled to any subsequent distributions. In the event that the Creditor Trustee elects to make distributions through an intermediary (such as DTC), the party who would be the withholding agent with respect to distributions to the Creditor Trust Beneficiary under U.S. federal income tax principles shall be responsible for withholding tax compliance with respect to any such distribution, based on instructions on the character of the income from the Creditor Trustee. Any Unclaimed Distribution to such Creditor Trust Beneficiary shall be administered in accordance with Section 5.3 of this Agreement.

9.7 Register Entries Regarding Creditor Trust Interests

The Creditor Trustee shall create and maintain a Creditor Trust Register, which shall list all Creditor Trust Beneficiaries and their respective amount of Creditor Trust Interests.

9.8 Representation of Creditor Trust Interests

Except as otherwise set forth in this Agreement, the Creditor Trust Interests shall be passive and shall not have voting, consent, or other shareholder-like control rights with respect to the Creditor Trust. The Creditor Trust Interests shall be uncertificated and shall be reflected only on the records of the Creditor Trustee by appropriate book entries in the Creditor Trust Register.

9.9 Creditor Trust Register

(a) Register of Creditor Trust Interests. The Creditor Trustee shall cause the Creditor Trust Register to be kept at the office of the Creditor Trustee or at such other place or places that shall be designated by the Creditor Trustee from time to time. The Creditor Trustee ~~may~~shall have the absolute and unconditional right to rely on the Claims Register ~~or~~, creditor lists and/or other information prepared and/or provided by the Debtors or their representatives in ~~preparing the Creditor Trust Register.~~connection with the Plan or otherwise, and for purposes of sending notices and making or directing distributions under this Agreement, neither the Trust, the Creditor Trustee nor the Members of the Oversight Committee shall bear any cost, expense or other liability as a result of relying on the foregoing records, documents, or other information.

(b) Access to Creditor Trust Register by Creditor Trust Beneficiaries. The Creditor Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Creditor Trustee, and in accordance with reasonable regulations prescribed by the Creditor Trustee, to inspect, and at the sole expense of the Creditor Trust Beneficiary make copies of, the Creditor Trust Register, in each case only for a purpose reasonable and related to such Creditor Trust Beneficiary's Creditor Trust Interests in the Creditor Trust.

(c) Absolute Owners. The Creditor Trustee may deem and treat each Creditor Trust Beneficiary of record as determined pursuant to this Agreement as the absolute owner of such Creditor Trust Beneficiary's Creditor Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

9.10 Securities Law

The parties hereto intend that the Creditor Trust Interests shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by section 1145 of the Bankruptcy Code and under applicable securities laws to apply to their issuance under the Plan. Subject to Section 9.4 hereof, the Creditor Trustee may amend this Agreement in accordance with Section 15.1 hereof to make such changes as are deemed necessary or appropriate, with the advice of counsel, to ensure that the Creditor Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA or the Investment Company Act.

ARTICLE X
ADMINISTRATION

10.1 Purpose of the Creditor Trust

The Creditor Trust shall be established for the primary purpose of liquidating the Creditor Trust Assets, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Trust. Accordingly, the Creditor Trustee shall, in an expeditious but orderly manner, compromise, settle, or litigate the Retained Estate Causes of Action, liquidate and convert to Cash the Creditor Trust Assets, make distributions to the Creditor Trust Beneficiaries, and not unduly prolong the duration of the Creditor Trust. The Creditor Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Plan.

10.2 Books and Records

Except as otherwise provided in the Plan or the Confirmation Order and subject to Article V.A of the Plan, the Debtors, the Reorganized Debtors, or other furnishing party, upon reasonable notice, shall reasonably cooperate with the Creditor Trustee in the administration of the Creditor Trust, including by providing reasonable access to pertinent documents, including books and records, to the extent the Debtors, the Reorganized Debtors, or other furnishing party have such information and/or documents, to the Creditor Trustee sufficient to enable the Creditor Trustee to perform its duties hereunder. The Debtors and the Reorganized Debtors shall reasonably cooperate with the Creditor Trustee in the administration of the Creditor Trust, including by providing reasonable access to documents and current officers and directors with respect to contesting, settling, compromising, reconciling, and objecting to Class 8 General Unsecured Claims (at the expense of the Creditor Trust). The Creditor Trustee shall act in good faith and shall use his or her best efforts to tailor as narrowly as possible any request for cooperation so as not to be unduly invasive or burdensome upon whom the request is made. The Debtors, the Reorganized Debtors, or other furnishing party shall make reasonable best efforts to retain and transfer all documents relating to the Creditor Trust Assets to the Creditor Trust; *provided* that, in each case, the Creditor Trust agrees upon request to reimburse reasonable and documented out-of-pocket expenses for preservation of documents, copying, or similar expenses. Notwithstanding the foregoing, the Debtors, the Reorganized Debtors, or other furnishing party shall provide such documents or other materials described in this paragraph only upon reasonable request by the Creditor Trustee and only if they can be reasonably provided by the Debtors, the Reorganized Debtors, or other furnishing party without significant effort or material expense; *provided*, that in the event that the Debtors, the Reorganized Debtors, or other furnishing party, as applicable, believes that the requested information cannot be provided without significant effort or material expense, the Debtors, the Reorganized Debtors, or other furnishing party, as applicable, and the Creditor Trustee will confer in good faith to agree upon appropriate consideration for the furnishing party to provide such information. The collection, review, and preservation of documents for any investigation or litigation by the Creditor Trustee shall be at the expense of the Creditor Trust. The Creditor Trustee shall maintain books and records, including, without limitation, the Creditor Trust Register, relating to the administration of the Creditor Trust Assets and the distribution by the Creditor Trustee of the proceeds

therefrom in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of law. The Creditor Trustee shall also maintain books and records relating to the income and expenses of the Creditor Trust, and the payment of expenses of and liabilities of, claims against or assumed by, the Creditor Trust in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Except as otherwise provided herein or in the Plan, nothing in this Agreement requires the Creditor Trustee to file any accounting or seek approval of any court with respect to the administration of the Creditor Trust, or as a condition for making any payment or distribution out of the Creditor Trust Assets. The Creditor Trustee may, but has no obligation to, engage a claims agent (including the Debtors' existing claims agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases solely with respect to Class 8 General Unsecured Claims throughout the administration of the Creditor Trust Assets.

~~Subject to all applicable privileges, the Creditor Trust Beneficiaries shall have the right, in addition to any other rights they may have pursuant to this Agreement, under the Plan, or otherwise, upon thirty (30) days' prior written notice to the Creditor Trustee, to request a reasonable inspection of the books and records held by the Creditor Trustee, *provided*, *however*, that all costs associated with such inspection shall be paid in advance by such requesting Creditor Trust Beneficiary, and further, if so requested, such Creditor Trust Beneficiary shall have entered into a confidentiality agreement satisfactory in form and substance to the Creditor Trustee, and make such other arrangements as may be reasonably requested by the Creditor Trustee.~~

The books and records maintained by the Creditor Trustee may be disposed of by the Creditor Trustee at the later of (a) such time as the Creditor Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Creditor Trust or the Creditor Trust Beneficiaries or (b) upon the termination and completion of the winding down of the Creditor Trust.

10.3 Compliance with Laws

Any and all distributions made pursuant to this Agreement shall comply with all applicable laws and regulations, including, but not limited to, applicable federal and state tax and securities laws.

ARTICLE XI
SUCCESSOR CREDITOR TRUSTEE

11.1 Successor Creditor Trustee

In the event the Creditor Trustee is removed or resigns pursuant to this Agreement or the Creditor Trustee otherwise vacates its position, a successor Creditor Trustee shall be appointed by the Oversight Committee, *provided* that in the event the Oversight Committee is unable or unwilling to so appoint, a successor Creditor Trustee may be appointed by a vote of holders of Creditor Trust Interests that represent both (a) a majority in amount of all issued Creditor Trust Interests that are voted and (b) a majority in number of issued Creditor Trust Interests that are voted. Thereupon, such successor Creditor Trustee shall, without any further

act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Creditor Trust with like effect as if originally named herein; *provided*, *however*, that a removed or resigning Creditor Trustee shall, nevertheless, when requested in writing by the successor Creditor Trustee, execute and deliver any reasonable instrument or instruments conveying and transferring to such successor Creditor Trustee all the estates, properties, rights, powers, and trusts of such removed or resigning Creditor Trustee; *provided*, *further*, that no such appointment of a successor Creditor Trustee shall be effective until such successor ~~agrees in writing to accept such appointment and to serve as~~executes, acknowledges, and deliver to the Creditor Trust, the Delaware Trustee, and the retiring Creditor Trustee ~~upon all of~~, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and conditions of this Agreement.

ARTICLE XII
REPORTING

12.1 Annual Reports

(a) As soon as reasonably practicable after the end of each calendar year, and as soon as practicable upon termination of the Creditor Trust, the Creditor Trustee shall send or otherwise provide (for instance, without limitation, via electronic portal) to each Creditor Trust Beneficiary a separate statement setting forth the Creditor Beneficiary's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Creditor Trust) as relevant for U.S. federal income tax purposes and will instruct each such Creditor Beneficiary to report such items on their federal income tax returns (including, for the avoidance of doubt, with respect to withholding tax) or to forward the appropriate information to such Creditor Trust Beneficiary's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns; *provided*, that if the Creditor Trustee elects to make distributions through an intermediary (such as DTC), it ~~shall~~may cause such intermediary to provide such ~~statement to such intermediaries for them to provide~~statements to such Creditor Trust Beneficiaries.

12.2 Federal Income Tax

(a) Grantor Trust Status. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Creditor Trustee of a private letter ruling if the Creditor Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Creditor Trustee), the Creditor Trustee shall file tax returns for the Creditor Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) to the extent permitted by applicable law, subject to the treatment of the Trust Claims Reserve.

(b) Allocations of Creditor Trust Taxable Income. Subject to the provisions of Section 12.2(a) hereof, allocations of Creditor Trust taxable income or loss shall be determined by ~~reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restriction on distributions described herein) if, immediately prior to such deemed distribution, the Creditor Trust had distributed all of its other assets (valued for this purpose at their tax book value) to Creditor Trust Beneficiaries, adjusted~~

~~for prior taxable income and loss and taking into account all prior and concurrent distributions from the Creditor Trust. Similarly, taxable losses of the Creditor Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Creditor Trust Assets. The tax book value of the Creditor Trust Assets for this purpose shall equal their fair market value on the Effective Date or, if later, the date such assets were acquired by the Creditor Trust, adjusted in either case in accordance with tax accounting principles prescribed by the IRC, the Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.~~the Creditor Trustee in his or her reasonable judgment consistent with applicable tax laws.

(c) Tax Compliance. The Creditor Trustee shall administer the Creditor Trust's tax obligations, including (a) filing tax returns and paying tax obligations of the Creditor Trust, *provided*, for the avoidance of doubt, any such tax obligations shall be paid from the Creditor Trust Assets, (b) making distributions to Creditor Trust Beneficiaries net of such taxes and applicable withholdings, (c) representing the interest and account of the Creditor Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, or audit. The Creditor Trustee shall be responsible for payment, out of the Creditor Trust Assets, of any taxes imposed on the Creditor Trust or the Creditor Trust Assets, including the Trust Claims Reserve. ~~In the event, and to the extent, any Cash retained on account of a Disputed Claim in the Trust Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed Claims, the Creditor Trustee may, in its discretion, (a) sell any non-Cash assets relating to such Claim (including any assets distributable as a result of disallowance of such Claim) to pay such taxes or (b) reimburse the Creditor Trust for the payment of such taxes from any subsequent Cash amounts allocable to, or retained on account of, such taxes from any subsequent Cash amounts allocable to, or retained on account of, such Disputed Claim (including any Cash distributable as a result of disallowance of such Claims).~~

(d) Valuation for Tax Purposes. As soon as reasonably practicable following the establishment of the Creditor Trust, the Creditor Trustee shall determine the value of the assets transferred to the Creditor Trust, in accordance with the Plan, based on the good faith determination of the Creditor Trustee, and the Creditor Trustee shall apprise, in writing, the Creditor Trust Beneficiaries of such valuation, from time to time as relevant for tax reporting purposes. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Creditor Trust, the Creditor Trustee, and the Creditor Trust Beneficiaries) for all applicable U.S. federal, state, and local income tax purposes. The Bankruptcy Court shall resolve any disputes regarding the valuation of the assets transferred to the Creditor Trust.

(e) Determination of Taxes. The Creditor Trustee may request an expedited determination of taxes of the Creditor Trust, including the Trust Claims Reserve, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Creditor Trust for all taxable periods through the dissolution of the Creditor Trust.

12.3 Other

The Creditor Trustee shall file (or cause to be filed) any statement, returns, or disclosures relating to the Creditor Trust or the Creditor Trust Assets that are required by any governmental unit.

ARTICLE XIII
CREDITOR TRUSTEE PROFESSIONALS AND NONPROFESSIONALS

13.1 Retention of Creditor Trustee Professionals and Creditor Trustee Non-Professionals

The Creditor ~~Trustee~~Trust shall have the right to retain Creditor Trustee Professionals and Creditor Trustee Non-Professionals, each on such terms as the Creditor Trustee deems appropriate. ~~It~~Subject to the provisions of Section 3.4 hereof and **Exhibit 3** hereto, it is contemplated that the law firm of White & Case LLP will be retained as general counsel to the ~~Liquidation~~Creditor Trust. The Creditor Trustee Professionals and the Creditor Trustee Non-Professionals shall be compensated in accordance with Section ~~13.2~~13.2 hereof and need not be "disinterested" as that term is defined in the Bankruptcy Code. For the avoidance of doubt, the Creditor ~~Trustee~~Trust, in ~~its~~the sole discretion of the Creditor Trustee, shall have the ability to reimburse the fees incurred by counsel to the Ad Hoc Group.

13.2 Payment to Creditor Trustee Professionals and Creditor Trustee Non-Professionals

After the Effective Date, the Creditor Trustee Professionals and Creditor Trustee Non-Professionals shall be required to submit reasonably detailed invoices on a monthly basis to the Creditor Trustee, including in such invoices a description of the work performed, who performed such work, and if billing on an hourly basis, the hourly rate of each such Person, plus an itemized statement of expenses. The Creditor Trustee shall pay those invoices within thirty (30) days after receipt, without Bankruptcy Court approval, unless the Creditor Trustee objects in writing specifying the reasons for such objection and identifying the specific fees or expenses to which objection is made. If there is a dispute as to a portion of an invoice, the Creditor Trustee shall pay the undisputed portion. All payments to Creditor Trustee Professionals and Creditor Trustee Non-Professionals shall be paid out of the Creditor Trust Assets. Following the Effective Date, the Creditor Trustee may use Trust Assets to pay the reasonable fees and expenses incurred by the future Creditor Trustee during the pre-Effective Date period to assist the future Creditor Trustee in connection with preparation and finalization of this Agreement and other documents, and relevant tasks undertaken by the future Creditor Trustee in preparing for his role and duties as Creditor Trustee.

ARTICLE XIV
TERMINATION OF CREDITOR TRUST

14.1 Duration and Extension

The Creditor Trustee and the Creditor Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Creditor Trustee determines that all Creditor Trust Assets have been liquidated or otherwise disposed of, or the liquidation or other disposition of any remaining Creditor Trust Assets is not likely to yield sufficient additional proceeds to justify

further actions with respect to the Creditor Trust Assets and (b) all distributions of Creditor Trust Assets required to be made by the Creditor Trustee have been made (the "**Termination Date**"), but in no event shall the ~~Creditor Trust be dissolved~~Termination Date be later than five years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth (5th) anniversary (and, in the event of further extension, within the six-month period before the end of the preceding extension), determines that a fixed-period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS or based on advice or an opinion of counsel satisfactory to Creditor Trustee that any further extension would not adversely affect the status of the Creditor Trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Creditor Trust Assets. After the final distribution of the balance of the Creditor Trust Assets pursuant to the Plan and this Agreement, the Creditor Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions. Following the Termination Date, the Creditor Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Creditor Trust to be filed in accordance with the Delaware Act (without the need for the Delaware Trustee's consent or signature). Notwithstanding anything to the contrary contained in this Agreement, the existence of the Creditor Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

Upon dissolution of the Creditor Trust, any remaining Creditor Trust Assets shall be distributed to all Creditor Trust Beneficiaries in accordance with the Plan and this Agreement, as appropriate; *provided, however*, that if the Creditor Trustee reasonably determines that such remaining Creditor Trust Assets are insufficient to render further distribution practicable, the Creditor Trustee may (a) reserve any amount necessary to dissolve the Creditor Trust; (b) donate any balance to a charitable organization (i) described in section 501(c)(3) of the Tax Code, (ii) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (iii) not a "private foundation" as defined in section 509(a) of the Tax Code, and (iv) that is unrelated to the Debtors, the Creditor Trust, and any insider of the Creditor Trustee; and (c) dissolve the Creditor Trust.

14.2 Diligent Administration

The Creditor Trustee shall (a) not unduly prolong the duration of the Creditor Trust; (b) at all times endeavor to resolve, settle, or otherwise ~~dispose of~~monetize all rights, claims or other assets that constitute Creditor Trust Assets; (c) upon written request of a Creditor Trust Beneficiary and with the consent of the Oversight Committee, consult and confer with the Creditor Trust Beneficiaries not more than three times per year, and otherwise keep ~~them fully~~Creditor Trust Beneficiaries timely advised of ~~its activities~~all material matters; and (d) effect the liquidation of the Creditor Trust Assets and distribution of the Available Net Creditor Proceeds to the Creditor Trust Beneficiaries in accordance with the terms of the Plan and this Agreement.

ARTICLE XV
AMENDMENT AND WAIVER

15.1 Amendment and Waiver

Any substantive provision of this Agreement may be materially amended or waived by order of the Bankruptcy Court if necessary to implement the Plan; *provided*, *however*, that no change may be made to this Agreement that would adversely affect the federal income tax status of the Creditor Trust as a "grantor trust"; and *provided*, *further*, that no such amendment or waiver be inconsistent with the Plan. Technical or nonmaterial amendments to or waivers of portions of this Agreement may be made as necessary to clarify this Agreement or to enable the Creditor Trust to effectuate the terms of this Agreement, with the consent of the Creditor Trustee; *provided*, *however*, that no such amendment or waiver be inconsistent with the Plan.

ARTICLE XVI
OVERSIGHT COMMITTEE AND RELATED MATTERS

16.1 Establishment, Composition and Role of Oversight Committee.

(a) The Creditor Trustee shall be subject to oversight by a committee (the "Oversight Committee") comprised of ~~up to~~ three members, whose initial members are identified on **Exhibit ~~4~~6** hereto. The role of the Oversight Committee shall be to consult with the Creditor Trustee as set forth herein and to provide or withhold the consent required pursuant to **Exhibit 3** hereof. The Oversight Committee shall consist of (i) at least one member selected by the Ad Hoc Group and (ii) at least one member selected by the Creditors' Committee. The Creditor Trustee shall consult with and/or obtain the consent of the Oversight Committee ~~shall have the authority to oversee, review and guide the activities and performance of the Creditor Trustee,~~ in accordance with the terms of this Agreement. The ~~Creditor Trustee shall consult with and provide information to the~~ Oversight Committee ~~in accordance with and pursuant to the terms of this Agreement.~~ shall have reasonable access to the Creditor Trustee's consultants and other advisors retained by the Creditor Trust and information available to the Creditor Trustee, which access shall be made available as determined by the Creditor Trustee in his or her discretion.

(b) ~~Any two (2)~~The Oversight Committee shall act by majority vote so long as there are three members of the Oversight Committee ~~constitute a quorum for voting and approval purposes.~~. The Oversight Committee may continue to act in the event of one vacancy on the Oversight Committee, in which case the unanimous consent of the remaining two members of the Oversight Committee shall be required for action by the Oversight Committee.

16.2 Tenure of the Members of the Oversight Committee.

(a) The authority of the members of the Oversight Committee will be effective as of the Effective Date and will remain and continue in full force and effect until the Creditor Trust is terminated in accordance with the terms hereof. The members of the Oversight Committee will serve until death or resignation or removal pursuant to Section 16.4 ~~below~~hereof.

16.3 Compensation of the Members of the Oversight Committee.

The members of the Oversight Committee shall not receive any compensation for services rendered (other than, in the Creditor Trustee's discretion, any fees and expenses reasonably incurred other than counsel).

16.4 Resignation and Removal of Members of Oversight Committee and Related Matters.

(a) Resignation. Any member of the Oversight Committee may resign such position and be discharged from any future obligations and liabilities hereunder by giving written notice thereof to the Creditor Trustee and the other members of the Oversight Committee at least thirty (30) days prior to the effective date of such resignation (such notice a "Notice of Resignation"). Subject to the expiration of such notice period, such resignation shall become effective on the day specified in such Notice of Resignation. Upon the effective date of any such resignation, such resigned member of the Oversight Committee shall be entitled, subject to the discretion of the Creditor Trustee, to any reimbursement set forth in this Agreement which remains due and owing to such member at the time of the effective date of such resignation.

(b) Removal. Any member of the Oversight Committee may be removed for cause at any time by order of the Bankruptcy Court upon motion by (i) any Creditor Trust Beneficiary or (ii) the Oversight Committee, after a unanimous vote of the other members, written resolution of which shall be delivered to the removed member.

(c) Appointment of a Successor Member of Oversight Committee. Within twenty (20) days of the mailing date of the Notice of Resignation (or within twenty (20) days of the effective date of an order of the Bankruptcy Court authorizing the removal of a member of the Oversight Committee) (the "Successor Designation Deadline"), a successor shall be appointed to fill such position by the unanimous vote of the remaining members on the Oversight Committee. In designating a successor, the remaining members of the Oversight Committee will endeavor, through the reasonable exercise of their business judgment, to select a candidate with appropriate skills and experience to carry out the duties of a member of the Oversight Committee. In the event that the Oversight Committee has not appointed a successor by the Successor Designation Deadline, the Creditor Trustee shall appoint such successor.

(d) Acceptance of Selection of Successor Member of Oversight Committee. Any successor member of the Oversight Committee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver counterparts thereof to the Creditor Trustee, who shall immediately file the same with the Bankruptcy Court. Thereupon, such successor member of the Oversight Committee shall, without any further act, become vested with all of the rights, powers, duties, authority and privileges of his predecessor hereunder.

(e) Trust Continuance. The death, resignation, incompetency or removal of any member of the Oversight Committee shall neither terminate the Creditor Trust created by this Agreement nor invalidate any action theretofore taken by such member of the Oversight Committee. In the event of the resignation or removal of a member of the Oversight Committee,

such member shall (i) promptly execute and deliver any such documents, instruments, and other writing as may be necessary to effect the termination of such member's capacity under this Agreement; (ii) deliver to the Creditor Trustee all documents, instruments, records, and other writings relating to the Creditor Trust as may be in the possession of such member; and (iii) otherwise assist and cooperate in effecting the transfer and assumption of his/her obligations and functions by the replacement member.

ARTICLE XVII
DELAWARE TRUSTEE AND RELATED MATTERS

17.1 There shall at all times be a trustee to serve in accordance with the requirements of the Delaware Act (the "**Delaware Trustee**"). The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Article XVII, the Delaware Trustee shall resign immediately in the manner and with the effect hereinafter specified in Section 17.3 hereof. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties (including fiduciary duties), and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Creditor Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

17.2 The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Creditor Trustee set forth herein. The Delaware Trustee shall be a trustee of the Creditor Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Delaware Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Act. The duties (including fiduciary duties), liabilities, and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Creditor Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Delaware Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Creditor Trust, the Creditor Trustee, the Oversight Committee, or the Creditor Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Creditor Trustee. The Delaware Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth in this Agreement. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Agreement against the Delaware Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Agreement shall not be construed as a duty, and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, gross negligence, or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Creditor Trustee or any other person pursuant to the provisions of this Agreement unless the Creditor Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses, and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Creditor Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Creditor Trustee. The Delaware Trustee may, at the expense of the Creditor Trust, request, rely on, and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

17.3 The Delaware Trustee shall serve until such time as the Creditor Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Creditor Trustee in accordance with the terms of Section 17.4 hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Creditor Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Creditor Trustee in accordance with Section 17.4 hereof; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Creditor Trustee. If the Creditor Trustee does not act within such thirty (30)-day period, the Delaware Trustee, at the expense of the Creditor Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

17.4 Upon the resignation or removal of the Delaware Trustee, the Creditor Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Creditor Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Agreement. The successor Delaware Trustee shall make any related filings required under the Delaware Act, including filing a Certificate of Amendment to the Certificate of Trust of the Creditor Trust in accordance with Section 3810 of the Delaware Act.

17.5 Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion, or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

17.6 The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Creditor Trust and the Delaware Trustee, which compensation shall be paid by the Creditor Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Agreement. The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Delaware Trustee.

17.7 The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement. Delivery of reports, information and documents to the Delaware Trustee is for informational purposes only and the Delaware Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein or determinable from information contained therein. The Delaware Trustee may rely on the accuracy of any document delivered to it and shall have no responsibility to verify the accuracy of it or be required to calculate or verify any numerical information in it. Neither the Delaware Trustee nor any of its directors, officers, employees, agents, or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Creditor Trust, the Creditor Trustee or any other person, or any of their directors, members, officers, agents, affiliates, or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership, or transferability of any Creditor Trust Assets, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

17.8 The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics or pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

17.9 The Delaware Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. Nothing in this Agreement shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of any such loss or damage and regardless of the form of action.

17.10 The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

17.11 The Delaware Trustee is hereby authorized to take such action as the Creditor Trustee specifically directs in written instructions delivered to the Delaware Trustee and shall have no liability for acting in accordance therewith.

17.12 Notwithstanding anything herein to the contrary, the Delaware Trustee shall not be required to take any action that is in violation of applicable law.

17.13 The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the "**CTA**"), may require the Creditor Trust to file reports with the Financial Crimes Enforcement Network ("**FinCEN**") from time to time. It shall be the Creditor Trustee's duty and not the Delaware Trustee's duty to cause the Creditor Trust to make such filings, as applicable, and to cause the Creditor Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Creditor Trustee hereunder and that the Creditor Trustee is and shall deemed to be the party with the power and authority to exercise substantial control over the Creditor Trust.

ARTICLE XVIII~~ARTICLE XVII~~ MISCELLANEOUS PROVISIONS

18.1 ~~17.1~~ Intention of Parties to Establish Grantor Trust

This Agreement is intended to create a grantor trust for U.S. federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust (other than with respect to the Trust Claims Reserve).

18.2 ~~17.2~~ Preservation of Privilege

Subject to the terms of the Plan and solely with respect to (a) filing and prosecuting Claims Objections in relation to Class 8 Claims and (b) investigating and prosecuting any and all Retained Estate Causes of Action, any attorney-client privilege, work-product protection, or other privilege or immunity attaching or relating to any documents or communications (of any kind, whether written or oral, electronic, or otherwise) held by the Debtors shall be deemed to be transferred to the Creditor Trust for the limited purpose set forth herein (the "Transferred Privileges") without waiver and shall in all aspects remain privileged. The Debtors, the Reorganized Debtors~~,~~ and the Creditor Trustee, as applicable, shall take all necessary actions to protect the Transferred Privileges.

Subject to the terms of the Plan, the Creditor ~~Trust~~Trustee may not waive any Transferred Privileges in respect of records, documents, or information related to the Creditor Trust Assets without first providing to the Reorganized Debtors reasonable advance written

notice and an opportunity to protect their respective rights with respect to any subsequent disclosure and the terms of any protective order, confidentiality stipulation, or similar agreement relating to such disclosure. The Reorganized Debtors may not make disclosure in a manner that could effectuate a waiver of any Transferred Privileges in respect of records, documents, or information related to the Creditor Trust Assets without first providing to the Creditor Trustee reasonable advance written notice (in no event less than five (5) ~~Business Days~~business days) and an opportunity to protect the Creditor Trust's rights with respect to any subsequent disclosure and the terms of any protective order, confidentiality stipulation, or similar agreement relating to such disclosure. If the Creditor Trustee or the Reorganized Debtors object to an action proposed to be taken by the other with regard to records, documents, or information related to the Creditor Trust Assets that are covered by the Transferred Privilege (or a disclosure that would result in a waiver), the parties shall be permitted to raise the issue promptly with the Bankruptcy Court. The party providing advance written notice may take its proposed action unless the Bankruptcy Court determines that (a) such action would cause material adverse harm to the other party, or (b) the harm to the objecting party would substantially outweigh the benefit to the party seeking to take the proposed action. The objecting party shall bear the burden of proof. Each of the parties shall bear its own costs and expenses, including attorneys' fees, incurred in connection with such dispute.~~.~~

18.3 ~~17.3 Prevailing Party~~Dispute Resolution

~~Except in connection with any action to enforce the Plan and Section 16.2 hereof, the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof shall be entitled to collect from the non-prevailing party any and all costs, expenses, and fees, including attorneys' fees, incurred in connection with such dispute or enforcement action.~~

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 18.3 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Agreement.

(b) Informal Dispute Resolution. Any dispute under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) Formal Dispute Resolution. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the

disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 18.3(d) hereof.

(d) Judicial Review. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to the Plan and this Agreement) and serving on the counterparty or counterparties and the Creditor Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Creditor Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

(e) For matters involving the consent of the Oversight Committee, the provisions of this Section 18.3 shall apply only after the procedures set forth on **Exhibit 3** hereof have been exhausted without resolution of the dispute, provided however, under this Section 17.3, the Oversight Committee shall have the burden of proof to show the validity of the Oversight Committee's withholding of consent.

18.4 ~~17.4~~ Confidentiality

The Confidential Parties shall hold strictly confidential and not use for personal gain any material, nonpublic information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any Entity to which any of the Creditor Trust Assets relates; *provided*, *however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties, or (b) such disclosure is required of the Confidential Parties pursuant to legal process, including, but not limited to, subpoena or other court order or other applicable laws or regulations. In the event that any Confidential Party is requested to divulge confidential information pursuant to clause (b) above, such Confidential Party shall promptly, to the extent legally permitted, in advance of making such disclosure, provide reasonable notice of such required disclosure to the Creditor Trustee to allow it sufficient time to object to or prevent such disclosure through judicial or other means and shall cooperate reasonably with the Creditor Trustee in making any such objection, including, but not limited to, appearing in any judicial or administrative proceeding in support of any objection to such disclosure and shall disclose that portion of such information required to be disclosed pursuant to a judicial order.

18.5 ~~17.5~~ Laws as to Construction; Enforcement of Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of law. Any action to enforce or interpret this Agreement shall be brought in the Bankruptcy Court unless and until a final decree has been entered in the Chapter 11 Cases, and thereafter in any court of competent jurisdiction.

18.6 ~~17.6~~ Severability

Except with respect to provisions herein that are contained in the Plan, if any provision of this Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

18.7 ~~17.7~~ Notices

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, on the third (3rd) ~~Business Day~~business day after such notice is delivered by facsimile (at the number set forth below with proof of confirmation), overnight delivery, or electronic mail and mailed by certified mail, with return receipt requested at the address as set forth below, or such other addresses as may be filed with the Bankruptcy Court:

As to the Creditor Trustee:

Contact Name:	Alexandre Zyngier
	c/o Batuta Capital Advisors LLC
Address:	650 Halstead Ave., Suite 201B2
	Mamaroneck, NY 10543
Phone:	914-565-9129
E-mail:	azyngier@~~batuttaadvisors~~batutaadvisors.com

with copies to:

White & Case LLP

Attn.: Gregory F. Pesce, Andrew F. O'Neill, Andrea Kropp

Address:	111 South Wacker Drive, Suite 5100
	Chicago, Illinois 60606
Phone:	312-881-5400
E-mail:	gregory.pesce@whitecase.com
	aoneill@whitecase.com
	andrea.kropp@whitecase.com

and

Paul Hastings LLP

	Attn.: John Storz
Address:	200 Park Avenue New York, New York 10166
Phone:	212-318-6000
E-mail:	johnstorz@paulhastings.com

As to the Debtors:

Contact Name:	Amyris, Inc.
	Attn.: ~~[●]~~General Counsel
Address:	5885 Hollis Street, Suite 100 Emeryville, California 94608
E-mail:	generalcounsel@amyris.com

with copies to:

Pachulski Stang Ziehl & Jones LLP

Attn.: Richard M. Pachulski, Debra I. Grassgreen, James E. O'Neill

Address:	919 N. Market Street, 17th Floor P.O. Box 8705 Wilmington, Delaware 19899-8705 (Courier 19801)
Phone:	302-652-4100
E-mail:	rpachulski@pszjlaw.com dgrassgreen@pszjlaw.com joneill@pszjlaw.com

As to the Reorganized Debtors:

Contact Name:	Amyris, Inc.
	Attn.: ~~[●]~~General Counsel
Address:	5885 Hollis Street, Suite 100 Emeryville, California 94608
E-mail:	generalcounsel@amyris.com

with copies to:

Goodwin Procter LLP

Attn.: Jon Novotny, Michael H. Goldstein, Alexander J. Nicas, Debora A. Hoehne

Address:	Three Embarcadero Center 28th Floor San Francisco, California 94111

-and-

The New York Times Building
620 Eighth Avenue
New York, New York 10018-1405

Phone: 415-733-6181
212-813-8840
212-459-7460
212-459-7354

E-mail: jnovotny@goodwinlaw.com
mgoldstein@goodwinlaw.com
anicas@goodwinlaw.com
dhoehne@goodwinlaw.com

As to the Delaware Trustee:

Contact Name: Wilmington Trust, National Association
Attn.: AMRS Creditors Trust Administrator
Address: 1100 North Market Street
Wilmington, DE 19801

with copies to:
Morris James LLP
Attn.: Ross Antonacci
Address: 500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
Phone: 302-888-6914
E-mail: rantonacci@morrisjames.com

18.8 ~~17.8~~ Notices if to a Creditor Trust Beneficiary

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, on the earlier of (i) notice provided by electronic mail or (ii) the fifth (5th) ~~Business Day~~business day after deposited, postage prepaid, in a post office or letter box, in either case addressed to the Person for whom such notice is intended to the name and electronic mail and/or postage address as determined in accordance with the Creditor Trust Register or otherwise provided by such Person, as applicable.

18.9 ~~17.9~~ No Waiver.

No failure by the Creditor Trust, the Creditor Trustee, ~~or its~~the Delaware Trustee, or their respective agents, professionals and employees to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

18.10 ~~17.10~~ Survivability

Notwithstanding any provision of the Plan to the contrary, the terms and provisions of this Agreement shall remain fully binding and enforceable notwithstanding any vacancy in the position of the Creditor Trustee.

18.11 ~~17.11~~ Entire Agreement

This Agreement (including the recitals hereof and, to the extent applicable, the Plan and the Confirmation Order) constitutes the entire agreement by and among the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement (together with the Plan and the Confirmation Order) supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, if any, of the parties hereto relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Creditor Trust Beneficiaries any rights or remedies under or by reason of this Agreement. This Agreement shall be binding on the parties hereto and their successors, including any chapter 11 trustee or chapter 7 trustee appointed in the Chapter 11 Cases.

18.12 ~~17.12~~ No Relationships Created

Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership, or joint venture of any kind, nor shall the Creditor Trustee or the Creditor Trust Beneficiaries be deemed to be or treated in any way whatsoever to be liable or responsible hereunder as partners or joint venturers. The relationship of the Creditor Trust Beneficiaries (on the one hand) to the Creditor Trustee (on the other hand) shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Agreement.

18.13 ~~17.13~~ Headings

The section headings contained in this Agreement are solely for the convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

18.14 ~~17.14~~ Conflicts with Plan Provisions

If any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, then ~~this Agreement~~the Plan (as amended, modified, or supplemented in accordance with its terms) shall govern.

18.15 Waiver of Jury Trial

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement to the extent any such proceeding is subject to the jurisdiction of the Bankruptcy Court; provided however, the forgoing waiver shall not apply to the extent any such proceeding is not subject to the jurisdiction of the Bankruptcy Court in accordance with the terms of this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers, all as of the date first written above.

~~Dated: [●], 2024~~

Amyris, Inc., on behalf of itself and all other Debtors

By: _____
Name:
Title:

~~Dated: [●], 2024~~

Alexandre Zyngier, not individually, but solely in ~~its~~his capacity as Creditor Trustee

By: _____

~~Name:~~ Alexandre Zyngier
~~Title:~~ Creditor Trustee

[*Signature Page for Creditor Trustee*]

Wilmington Trust, National Association, as Delaware Trustee

By: _____
Name:
Title:

[*Signature Page for Delaware Trustee*]

Exhibit 1

~~[~~Confirmed Plan~~]~~

Exhibit 2

Form of Delaware Certificate of Trust

CERTIFICATE OF TRUST
OF
AMRS CREDITORS TRUST

This Certificate of Trust of AMRS Creditors Trust (the "Trust") is being duly executed and filed on behalf of the Trust by the undersigned trustees to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. Section 3801 *et seq.*) (the "Act").

1. Name. The name of the trust formed hereby is AMRS Creditors Trust.
2. Registered Office; Registered Agent. The name and address of the trustee of the Trust with a principal place of business in the State of Delaware is Wilmington Trust, National Association, 1100 North Market Street, Wilmington, Delaware 19890-1605 Attention: AMRS Creditors Trust Administrator.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

Wilmington Trust, National Association, not in its individual capacity but solely as Delaware Trustee

Name:
Title:

Creditor Trustee

Name: Alexandre Zyngier, not individually, but solely in his capacity as Creditor Trustee

Exhibit 3

Oversight Committee ~~Majority Approvals~~Consent Matters

Without limiting any other rights of the Oversight Committee set forth in this Agreement, the Creditor Trustee shall not take any actions with respect to any of the following actions without the ~~approval of a majority~~consent of the ~~members of the~~ Oversight Committee, which consent shall be in accordance with Section 16.1 of this Agreement:

(a) Make (or refrain from making) scheduled or unscheduled distributions to Creditor Trust Beneficiaries as contemplated by this Agreement;

~~(b) Employ or retain attorneys, accountants, appraisers, insurance adjusters or other persons on behalf of the Creditor Trust;~~

(b) ~~(c)~~ Pay any costs or expenses relating to the management, maintenance, operation, preservation or liquidation of the Creditor Trust, which individually or in the aggregate, is in excess of ~~[~~$50,000~~]~~ per year;

(c) ~~(d)~~ Compromise, arbitrate, mediate, sue on or defend, pursue, prosecute, abandon, dismiss or settle any Claims, Avoidance Actions or other Retained Estate Causes of Action (including the Creditor Trust Assets) in favor of or against the Creditor Trust, to the extent such Claim, Avoidance Action or other Estate Cause of Action involves more than ~~[~~$25,000~~]~~;

(d) ~~(e)~~ Sue in connection with any matter arising from or related to the Plan or this Agreement that affects in any way the rights or obligations of the Creditor Trust, the Creditor Trustee or the Creditor Trust Beneficiaries; and

(e) ~~(f)~~ Pay any taxes, charges or assessments that may be owed by and levied against the Creditor Trust or Creditor Trust Assets in excess of $50,000.

When the Creditor Trustee is required to obtain the consent of the Oversight Committee, the Creditor Trustee shall provide the Oversight Committee with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Creditor Trustee proposes to take, and explaining in detail the reasons why the Creditor Trustee desires to take such action. The Creditor Trustee shall provide the Oversight Committee as much relevant additional information concerning the proposed action as is requested by the Oversight Committee and as is reasonably practicable under the circumstances. The Creditor Trustee shall also provide the Oversight Committee with such reasonable access to the Creditor Trust consultants and other advisors retained by the Creditor Trust as the Oversight Committee may reasonably request during the time that the Creditor Trustee is considering such action, and shall also provide the Oversight Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Creditor Trustee.

The Oversight Committee must consider in good faith and in a timely fashion any request for its consent by the Creditor Trustee, and must in any event advise the Creditor Trustee, in writing, of its consent or its objection to the proposed action within five (5) business days of receiving the original request for consent from the Creditor Trustee, unless the Creditor Trustee extends the time for such response. The Oversight Committee may not withhold its consent unreasonably. If the Oversight Committee decides to withhold its consent, it must explain in detail its objections to the proposed action. If the Oversight Committee does not advise the Creditor Trustee, in writing, of its consent or its objections to the action within five (5) business days of receiving notice regarding such request (or within such additional time as may be granted by the Creditor Trustee in his or her discretion), the Oversight Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

If, after following the procedures specified in this Exhibit 2, the Oversight Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Creditor Trustee and the Oversight Committee shall resolve their dispute pursuant to Section 18.3 of the Agreement, *provided*, however, in that event the Oversight Committee shall have the burden of proof to show the validity of the Oversight Committee's objection.

~~**Exhibit 3**~~

~~[**Fee Schedule**]~~

Exhibit 4

Fee Schedule

$10,000 per month for the services of the Creditor Trustee, plus three percent of all proceeds of Estate Claims Other Consideration after giving effect to Creditor Trust expenses, which shall be invoiced by and due to Batuta Capital Advisors LLC.

Exhibit 5

Notwithstanding anything in the Plan to the contrary, on the Effective Date, the Third-Party Release Settlement Amount (as defined in the Plan) with respect to Classes 7 and 8 will be transferred to the Creditor Trust. The Creditor Trustee shall hold in a segregated account such amounts (the "**Third-Party Release Settlement Account**") until the Creditor Trust has distributed, pursuant to the Plan, the Third-Party Release Settlement Amounts to each holder of Direct Claims (as defined in the Plan) in Class 7 and Class 8 who is bound by the Third-Party Release. For the avoidance of doubt, the Holders of all Convertible Notes Claims in Class 7 did not opt out of the Third Party Release Settlement; as such, the Creditor Trustee may make a single payment of $9,264,000 in satisfaction of obligations thereto upon the instruction of the Convertible Notes Trustee. The remaining Class 8 Third-Party Release Settlement Amounts in escrow after all Class 8 Third-Party Release Settlement Amount distributions have been made shall be held in trust for and transferred to the Reorganized Debtors as soon as reasonably possible after all such distributions have been made, together with a summary accounting of such amount based upon those non-qualifying holders of Allowed Unsecured Claims who are not entitled to Third-Party Release Settlement Amounts (i.e., those holders of Allowed Unsecured Claims who opted out of the Third-Party Release). To the extent required by applicable law, the Third-Party Release Settlement Account shall be treated as a "disputed ownership fund" within the meaning of Treasury Regulation section 1.468B-9; the Creditor Trustee shall administer the Third-Party Release Settlement Account in accordance with applicable tax laws and the expenses of such administration, including the payment of taxes, if applicable, shall be charged against the Third-Party Release Settlement Account.

Exhibit 46

Initial Oversight Committee Members

1. Joshua Wiley
2. Joe Ciampi
3. Irvin Schlussel

EXHIBIT C

(IDENTIFICATION OF DESIGNATED PREFERENCE ACTIONS)

No.	Counterparty
1	3700 Highway 421 Owner LLC
2	ACCO Engineered Systems Inc
3	ADL BIOPHARMA
4	ADP Inc
5	Advanced Chemical Transport In
6	Agilent Technologies Inc
7	Air Products and Chemicals, In
8	Airgas Safety Inc
9	Alabama Department of Revenue
10	Alfa Laval Inc
11	Allog Transportes Internaciona
12	Amazon Web Services Inc
13	Ambius
14	American Express
15	American Industries, Inc.
16	American Mechanical & Piping,
17	Ana Dutra
18	Aqua Designs, Inc.
19	ARC3 Gases
20	Art Robbins Instruments LLC
21	Arthur J. Gallagher Insurance
22	ASM Catalysts, LLC
23	AT&T
24	Atlantic Coast Toyotalift
25	Atlas Copco Compressors
26	Avalara, Inc.
27	Avanti Polar Lipids, Inc
28	Avantor Fluid Handling, LLC
29	AWTECH LLC
30	Azenta US, Inc.
31	BankDirect Capital Finance
32	Bankruptcy Management Solution
33	Barnum Mechanical Inc.
34	Beckman Coulter Inc
35	Beck's Shoes Inc
36	Better Source
37	BFPE International
38	Biddle Consulting Group, Inc.
39	Bio Base Europe Pilot Plant
40	Biosynth International, Inc.
41	Bolivia Lumber Company, LLC
42	Bonsucro Limited
43	Brady Trane Service
44	Brunswick County Public Utilit
45	Cabot Norit Americas Inc.
46	Calcon Systems, Inc.
47	Calgon Carbon Corporation
48	Calumet Refining, LLC
49	Calumet Specialty Products Par
50	Carolina Filters, Inc.
51	Carrot Fertility, Inc.
52	Central Indiana Ethanol, LLC
53	CEVA Freight LLC
54	CFGI Holdings, LLC
55	Chemclean Onsite Services
56	Chemglass Life Science, LLC
57	ChemSolv Inc
58	Chemtrec
59	Cigna HealthCare
60	Cintas Safety
61	City of Emeryville
62	Clark & Elbing LLP
63	Clemson University
64	CloudWyze
65	CMC Logistics

No.	Counterparty
66	Cole Parmer Instrument Co
67	Colonial Metals Inc.
68	Communication Specialists
69	Compensia Inc
70	Computype Inc
71	Concur Technologies, Inc
72	ConEdison
73	Corporation Service Company
74	CP Lab Safety
75	CPA Global
76	Crane Pest Control
77	Croaker Inc.
78	Daijogo & Pedersen LLP
79	DC Treasurer
80	Deborah Hunt
81	DeepDyve, Inc.
82	Dekra Services, Inc.
83	Delaware Secretary of State
84	Deloitte Tax LLP
85	DocuSign
86	DocuSmart Inc. (dba Lexion)
87	Dreisbach Enterprises Inc
88	Duke Energy Progress
89	Dynamic Devices
90	East Carolina Bonded Warehouse
91	EBMUD Payment Center
92	Eclipse Office Technology, LLC
93	eFax Corporate
94	Elegen Corp.
95	Elemental Machines
96	Emerystation Triangle, LLC
97	Enviro Safetech
98	EPIC W12 LLC
99	ePlus Technology, inc.
100	Equiniti Trust Company
101	ES East, LLC
102	E-TRADE Financial Corporation
103	Eurofins Genomics LLC.
104	Eurofins Microbiology Laborato
105	Eurofins MTS Consumer Product
106	Eurofins Nutrition Analysis Ce
107	Evonik Corporation
108	Evoqua Water Technologies LLc
109	Ewald Associates Inc.
110	Fenwick & West LLP
111	Ferguson Enterprises, LLC
112	Filtration Solutions Inc
113	FIRMENICH INC
114	First Digital Communications,
115	Fish & Richardson P.C.
116	Fisher Scientific Co LLC
117	Franchise Tax Board
118	Gappify, Inc.
119	Gelest Inc
120	Gen Digital, Inc.
121	Genesee Scientific Corporation
122	Geoffrey Duyk MD PhD
123	Gerstel Inc
124	Gibson, Dunn & Crutcher LLP
125	Gitlab Inc.
126	Givaudan Flavors Corporation
127	Goodwin Procter LLP
128	Gordon Rees Scully Mansukhani,
129	GPL Enterprises Inc
130	Graham Adair

No.	Counterparty
131	Grainger
132	Green Wave Ingredients, Inc
133	Gurkin Construction
134	Hauptman Ham, LLP
135	Haws Consulting Group
136	Henry C. Levy
137	Iggy Unlimited
138	Illumina, Inc.
139	Industrial & Construction
140	InforsUSA
141	Integra Biosciences Corp.
142	Intelli-tech
143	Intrepid Investment Bankers LL
144	Iron Mountain
145	Ishaq Totah
146	J. Rettenmaier USA LP
147	James F McCann
148	Jay Taylor Exterminating Co.,
149	John Crane Inc.
150	John Doerr
151	Johnson Matthey Inc
152	Julie Washington
153	Kaiser Foundation Health Plan
154	Karl Fisher
155	Kekst and Company, Incorporate
156	Kelly Services, Inc.
157	Kilpatrick Townsend
158	KLDiscovery Ontrack LLC
159	Lancer Sales USA, Inc.
160	Latham & Watkins
161	Leland Ace Hardware
162	Lever, Inc.
163	Life Technologies Corp.
164	Lincoln Financial Group
165	Lisa Qi
166	Loeb & Loeb LLP
167	M. C. Tank Transport, Inc.
168	Macias Gini & O'Connell LLP
169	Marcor Development Corp
170	Matt Marshall Company
171	Mattingly Cold Storage
172	Mayer Electric Supply
173	McCampbell Analytical Inc
174	McManus Drum Company
175	McMaster-Carr Supply Co
176	Mcnaughton-McKay Southeast Inc
177	mdi Membrane Technologies INC.
178	Mec-Tric Controls Company
179	Medac Health Services PA
180	Megan Buckley
181	Mestrelab Research, S.L.
182	MetLife Legal Plans, Inc.
183	MetLife Small Business Center
184	Metrohm USA, Inc.
185	Mettler-Toledo Process Analyti
186	Mewburn Ellis LLP
187	MHD Communications
188	Michael Herrinton
189	Micro Quality Labs, Inc.
190	Microsoft Corporation
191	Minesoft Ltd
192	Modern Health Arizona PLLC
193	Motion Industries, Inc.
194	MTS Logistics
195	New England BioLabs Inc

No.	Counterparty
196	New Pig Corporation
197	NewPort Tank Containers (USA),
198	Nikko Chemicals Co Ltd
199	Nor-Cal Moving Services
200	North Dakota State University
201	NTT DATA, Inc.
202	O. Berk
203	OANDA Business Information & S
204	Office Relief Inc
205	OK Kosher Certification
206	Oklahoma Tax Commission - Fran
207	Old Dominion Freight Line Inc
208	Oracle America, Inc.
209	ORG Chem Group, LLC
210	Pachulski Stang Ziehl & Jones
211	Parker Hannifin Corporation
212	PerkinElmer Informatics Inc.
213	PG&E Co
214	Phenomenex Inc
215	Piedmont Natural Gas
216	Pivit Global Inc.
217	PlanSource
218	Polycarbin, Inc.
219	Pope Scientific Inc
220	Precision IBC Inc
221	Precision Measurements Inc.
222	Pressure Chemical Co
223	PricewaterhouseCoopers LLP
224	Pridgen Brothers Contractors I
225	Proforma
226	Progent Corp
227	Quiet Logistics, Inc.
228	Rapid7 LLC
229	RedLine Solutions, Inc.
230	Reprints Desk, Inc.
231	Restek Corp
232	Sabin Metal Corporation
233	SafeBridge Consultants Inc
234	SafeStart
235	SAP America Inc.
236	Sartorius Corporation
237	Sartorius Stedim North America
238	Schuetz Container Systems, Inc
239	SciSafe Inc
240	Sefar Inc.
241	Semitorr Group, Inc
242	Sentry BioPharma Services, Inc
243	Seven Bridges Genomics, Inc
244	Sigma-Aldrich Inc
245	Silver Lining Services, LLC
246	Silverson Machines Inc.
247	Smithers ERS Limited
248	Softchoice Corp
249	Southeastern Laboratories, Inc
250	Southern Design & Mechanical,
251	Spectrum Chemical Mfg Corp
252	Squire Patton Boggs
253	SR&R Environmental
254	ST CROIX SENSORY INC
255	Statco Engineering and Fabrica
256	Stefan Wittocx
257	Sterlitech Corp
258	Steven R Mills
259	Sun Life Assurance Company of
260	Swagelok Northern California

No.	Counterparty
261	SYNQ Marketing Group, LLC
262	TCI Chemicals
263	TECO Pneumatic Inc
264	Terumo BCT Inc
265	The Caldwell Partners Internat
266	The Polycube Company LLC
267	The Rockridge Group
268	Thermo Electron North America
269	Thermo Fisher Scientific Chemi
270	Thomas Scientific Inc
271	Thompson Filtration, Inc.
272	Tifco Industries
273	Time Dedicated Carriers Inc.
274	Toledo Carolina
275	Total Quality Logistics (TQL)
276	Trifinity Partners Inc.
277	TRISTAR ICS, INC.
278	TWD TradeWinds Inc
279	U.S. Bank N.A.
280	UC Regents-Off. of Techn. Lice
281	UL Verification Services Inc.
282	ULine Inc
283	UniFirst Corporation
284	United States Treasury
285	UnitedHealthcare Insurance Com
286	Univar USA
287	University of Hawaii
288	US Waste Industries, Inc.
289	Vigon International, Inc.
290	Vision Service Plan (CA)
291	VWR International LLC
292	Waste Management of Alameda Co
293	Whitacre Logistics LLC
294	Whiteville Rentals Inc.
295	Wiley Companies
296	Wilmington Rubber & Gasket
297	Wisconsin BioProducts
298	World Courier Inc
299	World Wide Technology, LLC
300	Wrike, Inc.
301	Zymo Research Corporation

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148	Jay Taylor Exterminating Co.,
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154	Karl Fisher
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234	SafeStart
235	SAP America Inc.
236	Sartorius Corporation

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245	Silver Lining Services, LLC
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247	Smithers ERS Limited
248	Softchoice Corp
249	Southeastern Laboratories, Inc
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252	Squire Patton Boggs
253	SR&R Environmental
254	ST CROIX SENSORY INC
255	Statco Engineering and Fabrica
256	Stefan Wittocx
257	Sterlitech Corp
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263	TECO Pneumatic Inc
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266	The Polycube Company LLC
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284	United States Treasury
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287	University of Hawaii
288	US Waste Industries, Inc.
289	Vigon International, Inc.
290	Vision Service Plan (CA)
291	VWR International LLC
292	Waste Management of Alameda Co
293	Whitacre Logistics LLC
294	Whiteville Rentals Inc.
295	Wiley Companies

No.	Counterparty
296	Wilmington Rubber & Gasket
297	Wisconsin BioProducts
298	World Courier Inc
299	World Wide Technology, LLC
300	Wrike, Inc.
301	Zymo Research Corporation

EXHIBIT D

(IDENTIFICATION OF DESIGNATED SPECIFIED ACTIONS)

No.	Counterparty
1	1972 Agency LLC
2	24 Seven Talent Calif., Inc.
3	ABA Packaging Corporation
4	Absorb Software, Inc.
5	Acadia.IO, LLC
6	Accessible360, LLC
7	Acme Press Inc dba Calitho
8	Action Letter, Inc.
9	Activated Research Company, LL
10	Adamson Analytical Laboratorie
11	Adequadoscopio Lda
12	Adrian Martin Guadalupe
13	Advance Magazine Publishers Inc. dba Conde Nast
14	Advantage Sales & Marketing, Inc.
15	Aequitas Design Services Inc.
16	AFLAC Group Insurance
17	AfterShip, Inc.
18	Akerman LLP
19	Albea Americas
20	Alexandra Bickerdike
21	Alexandra Del Bono
22	ALISON BROD MARKETING + COMMUNICATIONS
23	Allergisa Pesquisa Dermato Cosmetic
24	Alliance Management Company LLC
25	Allrite Logistics LLC
26	Allure Labs, Inc.
27	AMAIA
28	Amanda Parker
29	Amber International
30	Amber Wigmore Alvarez, PhD
31	Analytical Instrumentation Ser
32	Anisa International Inc
33	Anton Khachaturian
34	APFS Staffing, Inc
35	Arsenal Communications, Inc
36	ART CLASS LTD dba Anya Holdstock
37	Art Department LA, Inc.
38	Artillery
39	Artroom Media Enterprise
40	Aryaka Networks Inc.
41	Ascential (F.K.A, WGSN Inc)
42	Attentive Mobile Inc.
43	Azadeh Shirazi MD INC
44	B & W Communications Ltd
45	B A Metal Dynamics, Inc.
46	BaM Productions Inc
47	Barissi Industries LLC
48	Bay Area Graphics, LLC
49	Bazaarvoice, Inc.
50	BBC Global News LTD
51	BCENE Public Relations, Inc.
52	Be Sunshine Digital, LLC
53	Beauty Labs International Limi
54	Benjamin Butcher
55	Bennett Marine Utility
56	BGA Media Group Inc
57	Biomatters, Inc.
58	Biorius Sprl
59	Bioscreen Testing Services, Inc
60	Blackvine Pte Ltd
61	Blaisdell's Business Products
62	BOC Sciences
63	Bold PR LLC
64	Boomi Inc
65	Bounce Exchange Inc dba Wunderkind corp.

No.	Counterparty
66	Bowhill Digital Post Production
67	Brennan, Recupero, Cascione, S
68	BRENNTAG MID-SOUTH, INC.
69	Brundidge & Stanger, P.C.
70	C. H. Robinson International, Inc.
71	Cadence
72	California Model & Design Group
73	Calliope Realty Associates LLC
74	Capsum Inc.
75	Carotek Inc
76	Catherine Lowe
77	Cerno Bioscience LLC
78	Certified Laboratories of the Midwest
79	CGC NYC Inc.
80	Chemical Abstracts Service
81	ChemPoint.com Inc.
82	Chun Fung Kevin Chiu dba Kevin Chiu Films LLC
83	Claire Goodwin Ltd
84	ClassPass Inc
85	Clear Channel Outdoor
86	Cohley
87	Colorado Quality Products, LLC
88	Communication Agency Corp. DBA Conti Communication Corp. Inc.
89	Consider Solutions LTD
90	Consolidated Cleaning Solution
91	Cornelius Kaess
92	Cornerstone Research, Inc.
93	Cosmetix West
94	Couple in the Kitchen LLC
95	D.F. King & Co., Inc.
96	D3 LLC
97	Daily Karma Inc.
98	Danielle Oreoluwa Jinadu
99	Dash Hudson Inc.
100	DBA Media LLC
101	DC Scientific
102	De Lage Landen Financial Servi
103	De Matos & Nicolao Limited
104	Design District Development Pa
105	Devon Consulting & Public Relations Ltd.
106	DH Smith & Associates LP dba Creative Sales & Marketing
107	DHL eCommerce
108	Diam UK Ltd.
109	Diamond Wipes Int'l Inc.
110	Diego Villarreal Vagujhelyi
111	Digi Key Corp
112	Digital Light LTD
113	Diligent Company USA Incorporated
114	Domo, Inc.
115	Dreamland Agency LLC
116	Dropbox, Inc.
117	ECAMRICERT SRL
118	Ecocert Greenlife
119	ECS Axcess Point LLC
120	EDQM-Sales Section-Council of
121	Element Material Technology Ph
122	Elemental Container Inc.
123	EMD MIllipore Corporation
124	Encore International, LLC
125	Englewood Lab Inc.
126	enVista LLC
127	Eppendorf North America Inc
128	Essex Testing Clinic, Inc.
129	Established Models Limited
130	Eursa Major Limited

No.	Counterparty
131	Excel Plastics, LLC
132	Expeditors International of WA
133	Facebook, Inc.
134	Fausto Gortaire
135	FCL Event Logistics Ltd
136	FedEx Freight
137	Feedonomics, LLC
138	FlavorCloud Inc.
139	Folio3 Software Inc.
140	Fong Brothers Printing Inc
141	Food Science Solutions, Inc
142	Foothold International Brands Ltd
143	Forward Artists LLC
144	Francina
145	Funke LA
146	Gabrielle Marceca studio, Inc
147	GAYLETTER LLC
148	Global Life Sciences Solutions
149	Global Process Automation
150	Global4PL Supply Chain Service
151	Google LLC
152	Goop, Inc
153	Grace Worldwide (Australia) Pty Ltd
154	Gregory Poole
155	GRIN Technologies, Inc.
156	Ground Force Logistics
157	GXO Logistics Supply Chain, Inc
158	H.A.M. Creations Pte Ltd
159	Hanft Ideas LLC
160	Happy Farms Botanicals, Inc.
161	Harper + Scott LLC
162	Harrington Industrial Plastics
163	Harrods Limited
164	Hatch.IM LLC
165	Havas Formula LLC
166	HCP Packaging Hong Kong Limited
167	High10 Media LLC
168	HKH EURL
169	Hollis R & D Associates
170	HubSpot, Inc.
171	ICC
172	ID Matters, LLC
173	Impact Tech, Inc
174	Imprimus
175	inMarket Media, LLC
176	Integrated DNA Technologies In
177	International Cosmetic Suppliers
178	International Identification I
179	INTERNATIONAL MANAGEMENT GROUP UK LTD
180	IPFS Corporation
181	Jacobus Limited
182	Jansy Holdings, Inc.
183	Jefferson Raposo Santiago Boyd
184	Jillian Glenn
185	JP Packaging, LLC
186	Judith Kaufman
187	JVN Entertainment INC
188	Kaiser Hawaii
189	Kate Melvin
190	Katie Wright
191	Kaufman Container
192	KDE Scientific Consulting, LLC
193	Kennedy Office Supply Company
194	Kensington Grey International Inc
195	Kim Slagle

No.	Counterparty
196	Kitty-Blu Appleton
197	Klaviyo, Inc.
198	KM Artist Agency LLC dba Apostrophe
199	Kombu Kitchen SF LLC
200	KOSMOSCIENCE
201	Lacosfar Laboratorio SAS
202	Lalit Nadkarni
203	Lemonada Media
204	Lesley Lillah McKenzie
205	Lifetech Resources LLC
206	LJ's Lawn and Land Management
207	Local Grit LLC
208	Loren Data Corp.
209	Louise McArdle
210	Luiz Henrique Schiel Gigolotti
211	LuLu Artists Collective
212	M and P Models
213	Maggie Lindsey
214	Maisie Tomkins
215	Mana Products, Inc.
216	Market Performance Group LLC
217	MarketLab Inc
218	Markit North America, Inc.
219	Marquita Lynch (Novation Styles)
220	MARS Philter, Inc. DBA The MARS Agency
221	Marsham Natural Products Broker
222	Martin Coceres
223	Mash Technology Services LLC
224	Max Media Lab Pty Ltd
225	Megan Roosevelt
226	Mereyah Cage
227	MG Empower Ltd
228	Michael D Wyrsta Consulting, I
229	Michael Modula
230	Michelle Dacillo
231	Microsolv Technology Corp
232	Mitchell's Speedway Press
233	Modern Post NYC LLC
234	Monika Domarke
235	Monvera Glass Decor
236	Muniak Studio
237	Mutesix, LLC
238	NanoScreen, LLC
239	Nasdaq
240	NB Ventures, Inc.
241	Nelson Lau
242	Nest-Filler USA
243	New Print, LDA
244	NMN Creative Studio LLC
245	Nneoma's Pen
246	Northern Commerce Inc.
247	Northwest Cosmetic Labs
248	Nu-Chek-Prep, Inc
249	NuVisions Studio
250	Oak Plaza Associates (DEL), LL
251	Obelis s.a
252	OctopusMx
253	Opensci, LLC
254	Orchard Custom Beauty
255	Palm Beach Holdings 3940, LLC
256	Park Wynwood LLC
257	Paul Ritter
258	Penta International Corporatio
259	Petronio Associates
260	PFSweb

No.	Counterparty
261	Pharma COS SRL
262	Phillip Romano
263	PIMS New York, Inc.
264	Pinterest, Inc
265	Pioneer Sales Company
266	PitchBook Data, Inc.
267	Planting Justice
268	PMG Worldwide, LLC
269	Polaris Intermodal
270	Polly Hill
271	Pop Up Mob LLC
272	Positive Luxury Limited
273	Premi SpA
274	Presto Packaging Solutions LLC
275	Prima Beaute
276	Princeton Consumer Research Co
277	Pulse Combustion Systems
278	Qualipac America Corp.
279	Rakuten Marketing dba Rakuten
280	Rapid Displays, Inc
281	Regi US Inc.
282	Restaurant Associates Inc
283	Rieke LLC
284	Rock Paper LLC
285	Rottenberg Lipman Rich, P.C.
286	RR Donnelley
287	Sabah International Inc
288	SafeGuard World Int'l Limited
289	SafetyMax Corporation
290	SAFIC ALCAN
291	Schawk UK Ltd
292	SDC&P Agenciamento e produção Artística Eireli
293	SeaCliff Beauty Packaging & Laboratories
294	SEE Turtles
295	SF Hills & Drills Boot Camp
296	Shauna Faulisi
297	Shiru, Inc.
298	SHOPDEV LLC
299	Shreeyansh DB Software Pvt Ltd
300	Simon Morch
301	Slate Studios LLC
302	SoPost Inc.
303	SPK Associates
304	Sprout Social, Inc.
305	State of New Jersey
306	Steam Logistics LLC
307	Stephanie Meyers
308	Stephen Gould Corporation
309	Stout Risius Ross, LLC
310	Strukmyer Medical
311	Studio Adele Park LLC
312	Syndigo
313	TargetCW
314	Tasmin Meyer Ersahin
315	Teikametrics, Inc.
316	Terrace Consulting, Inc.
317	The Dtx Company dba Flowcode
318	The Good Face Project
319	The Net-A-Porter Group LTD
320	The Wall Group LA, LLC
321	Timothy Lim
322	Transperfect Holdings, LLC
323	TricorBraun Inc.
324	USA Scientific Inc
325	Utley's LLC

No.	Counterparty
326	Vanessa Tryde
327	Velem LLC
328	Venus Media Group LLC
329	Veritiv Operating Company
330	Verizon Wireless
331	Vertical Development Academy
332	Violet Grey, Inc.
333	Vista Packaging & Logistics
334	VS + Company
335	Walter Schupfer Management Corporation
336	we love pr GmbH
337	Weblux Inc DBA Black & Black Creative
338	Winco Design Limited
339	With Honors LLC
340	Workday, Inc.
341	Wright's Media, LLC
342	Wrk Lab, Inc
343	Xela Pack Inc
344	XYZ Graphics, Inc.
345	Z&R Design
346	Zack Peter, LLC
347	Zand Dermatology, Inc.
348	Zdot,LLC dba Bounce Marketing & Events
349	Zendesk Inc
350	Zuuk International

(REDLINE IDENTIFICATION OF DESIGNATED SPECIFIED ACTIONS)

No.	Counterparty
1	1972 Agency LLC
2	24 Seven Talent Calif., Inc.
3	ABA Packaging Corporation
4	Absorb Software, Inc.
5	Acadia.IO, LLC
6	Accessible360, LLC
7	Acme Press Inc dba Calitho
8	Action Letter, Inc.
9	Activated Research Company, LL
10	Adamson Analytical Laboratorie
11	Adequadoscopio Lda
12	Adrian Martin Guadalupe
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14	Advantage Sales & Marketing, Inc.
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16	AFLAC Group Insurance
17	AfterShip, Inc.
18	Akerman LLP
19	Albea Americas
20	Alexandra Bickerdike
21	Alexandra Del Bono
22	ALISON BROD MARKETING + COMMUNICATIONS
23	Allergisa Pesquisa Dermato Cosmetic
24	Alliance Management Company LLC
25	Allrite Logistics LLC
26	Allure Labs, Inc.
27	AMAIA
28	Amanda Parker
29	Amber International
30	Amber Wigmore Alvarez, PhD
31	Analytical Instrumentation Ser
32	Anisa International Inc
33	Anton Khachaturian
34	APFS Staffing, Inc
35	Arsenal Communications, Inc
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37	Art Department LA, Inc.
38	Artillery
39	Artroom Media Enterprise
40	Aryaka Networks Inc.
41	Ascential (F.K.A, WGSN Inc)
42	Attentive Mobile Inc.
43	Azadeh Shirazi MD INC
44	B & W Communications Ltd
45	B A Metal Dynamics, Inc.
46	BaM Productions Inc
47	Barissi Industries LLC
48	Bay Area Graphics, LLC
49	Bazaarvoice, Inc.
50	BBC Global News LTD
51	BCENE Public Relations, Inc.
52	Be Sunshine Digital, LLC
53	Beauty Labs International Limi
54	Benjamin Butcher
55	Bennett Marine Utility
56	BGA Media Group Inc
57	Biomatters, Inc.
58	Biorius Sprl
59	Bioscreen Testing Services, Inc

No.	Counterparty
60	Blackvine Pte Ltd
61	Blaisdell's Business Products
62	BOC Sciences
63	Bold PR LLC
64	Boomi Inc
65	Bounce Exchange Inc dba Wunderkind corp.
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68	BRENNTAG MID-SOUTH, INC.
69	Brundidge & Stanger, P.C.
70	C. H. Robinson International, Inc.
71	Cadence
72	California Model & Design Group
73	Calliope Realty Associates LLC
74	Capsum Inc.
75	Carotek Inc
76	Catherine Lowe
77	Cerno Bioscience LLC
78	Certified Laboratories of the Midwest
79	CGC NYC Inc.
80	Chemical Abstracts Service
81	ChemPoint.com Inc.
82	Chun Fung Kevin Chiu dba Kevin Chiu Films LLC
83	Claire Goodwin Ltd
84	ClassPass Inc
85	Clear Channel Outdoor
86	Cohley
87	Colorado Quality Products, LLC
88	Communication Agency Corp. DBA Conti Communication Corp. Inc.
89	Consider Solutions LTD
90	Consolidated Cleaning Solution
91	Cornelius Kaess
92	Cornerstone Research, Inc.
93	Cosmetix West
94	Couple in the Kitchen LLC
95	D.F. King & Co., Inc.
96	D3 LLC
97	Daily Karma Inc.
98	Danielle Oreoluwa Jinadu
99	Dash Hudson Inc.
100	DBA Media LLC
101	DC Scientific
102	De Lage Landen Financial Servi
103	De Matos & Nicolao Limited
104	Design District Development Pa
105	Devon Consulting & Public Relations Ltd.
106	DH Smith & Associates LP dba Creative Sales & Marketing
107	DHL eCommerce
108	Diam UK Ltd.
109	Diamond Wipes Int'l Inc.
110	Diego Villarreal Vagujhelyi
111	Digi Key Corp
112	Digital Light LTD
113	Diligent Company USA Incorporated
114	Domo, Inc.
115	Dreamland Agency LLC
116	Dropbox, Inc.
117	ECAMRICERT SRL
118	Ecocert Greenlife

No.	Counterparty
119	ECS Axcess Point LLC
120	EDQM-Sales Section-Council of
121	Element Material Technology Ph
122	Elemental Container Inc.
123	EMD MIllipore Corporation
124	Encore International, LLC
125	Englewood Lab Inc.
126	enVista LLC
127	Eppendorf North America Inc
128	Essex Testing Clinic, Inc.
129	Established Models Limited
130	Eursa Major Limited
131	Excel Plastics, LLC
132	Expeditors International of WA
133	Facebook, Inc.
134	Fausto Gortaire
135	FCL Event Logistics Ltd
136	FedEx Freight
137	Feedonomics, LLC
138	FlavorCloud Inc.
139	Folio3 Software Inc.
140	Fong Brothers Printing Inc
141	Food Science Solutions, Inc
142	Foothold International Brands Ltd
143	Forward Artists LLC
144	Francina
145	Funke LA
146	Gabrielle Marceca studio, Inc
147	GAYLETTER LLC
148	Global Life Sciences Solutions
149	Global Process Automation
150	Global4PL Supply Chain Service
151	Google LLC
152	Goop, Inc
153	Grace Worldwide (Australia) Pty Ltd
154	Gregory Poole
155	GRIN Technologies, Inc.
156	Ground Force Logistics
157	GXO Logistics Supply Chain, Inc
158	H.A.M. Creations Pte Ltd
159	Hanft Ideas LLC
160	Happy Farms Botanicals, Inc.
161	Harper + Scott LLC
162	Harrington Industrial Plastics
163	Harrods Limited
164	Hatch.IM LLC
165	Havas Formula LLC
166	HCP Packaging Hong Kong Limited
167	High10 Media LLC
168	HKH EURL
169	Hollis R & D Associates
170	HubSpot, Inc.
171	ICC
172	ID Matters, LLC
173	Impact Tech, Inc
174	Imprimus
175	inMarket Media, LLC
176	Integrated DNA Technologies In
177	International Cosmetic Suppliers

No.	Counterparty
178	International Identification I
179	INTERNATIONAL MANAGEMENT GROUP UK LTD
180	IPFS Corporation
181	Jacobus Limited
182	Jansy Holdings, Inc.
183	Jefferson Raposo Santiago Boyd
184	Jillian Glenn
185	JP Packaging, LLC
186	Judith Kaufman
187	JVN Entertainment INC
188	Kaiser Hawaii
189	Kate Melvin
190	Katie Wright
191	Kaufman Container
192	KDE Scientific Consulting, LLC
193	Kennedy Office Supply Company
194	Kensington Grey International Inc
195	Kim Slagle
196	Kitty-Blu Appleton
197	Klaviyo, Inc.
198	KM Artist Agency LLC dba Apostrophe
199	Kombu Kitchen SF LLC
200	KOSMOSCIENCE
201	Lacosfar Laboratorio SAS
202	Lalit Nadkarni
203	Lemonada Media
204	Lesley Lillah McKenzie
205	Lifetech Resources LLC
206	LJ's Lawn and Land Management
207	Local Grit LLC
208	Loren Data Corp.
209	Louise McArdle
210	Luiz Henrique Schiel Gigolotti
211	LuLu Artists Collective
212	M and P Models
213	Maggie Lindsey
214	Maisie Tomkins
215	Mana Products, Inc.
216	Market Performance Group LLC
217	MarketLab Inc
218	Markit North America, Inc.
219	Marquita Lynch (Novation Styles)
220	MARS Philter, Inc. DBA The MARS Agency
221	Marsham Natural Products Broker
222	Martin Coceres
223	Mash Technology Services LLC
224	Max Media Lab Pty Ltd
225	Megan Roosevelt
226	Mereyah Cage
227	MG Empower Ltd
228	Michael D Wyrsta Consulting, I
229	Michael Modula
230	Michelle Dacillo
231	Microsolv Technology Corp
232	Mitchell's Speedway Press
233	Modern Post NYC LLC
234	Monika Domarke
235	Monvera Glass Decor
236	Muniak Studio

No.	Counterparty
237	Mutesix, LLC
238	NanoScreen, LLC
239	Nasdaq
240	NB Ventures, Inc.
241	Nelson Lau
242	Nest-Filler USA
243	New Print, LDA
244	NMN Creative Studio LLC
245	Nneoma's Pen
246	Northern Commerce Inc.
247	Northwest Cosmetic Labs
248	Nu-Chek-Prep, Inc
249	NuVisions Studio
250	Oak Plaza Associates (DEL), LL
251	Obelis s.a
252	OctopusMx
253	Opensci, LLC
254	Orchard Custom Beauty
255	Palm Beach Holdings 3940, LLC
256	Park Wynwood LLC
257	Paul Ritter
258	Penta International Corporatio
259	Petronio Associates
260	PFSweb
261	Pharma COS SRL
262	Phillip Romano
263	PIMS New York, Inc.
264	Pinterest, Inc
265	Pioneer Sales Company
266	PitchBook Data, Inc.
267	Planting Justice
268	PMG Worldwide, LLC
269	Polaris Intermodal
270	Polly Hill
271	Pop Up Mob LLC
272	Positive Luxury Limited
273	Premi SpA
274	Presto Packaging Solutions LLC
275	Prima Beaute
276	Princeton Consumer Research Co
277	Pulse Combustion Systems
278	Qualipac America Corp.
279	Rakuten Marketing dba Rakuten
280	Rapid Displays, Inc
281	Regi US Inc.
282	Restaurant Associates Inc
283	Rieke LLC
284	Rock Paper LLC
285	Rottenberg Lipman Rich, P.C.
286	RR Donnelley
287	Sabah International Inc
288	SafeGuard World Int'l Limited
289	SafetyMax Corporation
290	SAFIC ALCAN
291	Schawk UK Ltd
292	SDC&P Agenciamento e produção Artística Eireli
293	SeaCliff Beauty Packaging & Laboratories
294	SEE Turtles
~~295~~	~~Sentry BioPharma Services, Inc~~

No.	Counterparty
295~~296~~	SF Hills & Drills Boot Camp
296~~297~~	Shauna Faulisi
297~~298~~	Shiru, Inc.
298~~299~~	SHOPDEV LLC
299~~300~~	Shreeyansh DB Software Pvt Ltd
300~~301~~	Simon Morch
301~~302~~	Slate Studios LLC
302~~303~~	SoPost Inc.
303~~304~~	SPK Associates
304~~305~~	Sprout Social, Inc.
305~~306~~	State of New Jersey
306~~307~~	Steam Logistics LLC
307~~308~~	Stephanie Meyers
308~~309~~	Stephen Gould Corporation
309~~310~~	Stout Risius Ross, LLC
310~~311~~	Strukmyer Medical
311~~312~~	Studio Adele Park LLC
312~~313~~	Syndigo
313~~314~~	TargetCW
314~~315~~	Tasmin Meyer Ersahin
315~~316~~	Teikametrics, Inc.
316~~317~~	Terrace Consulting, Inc.
317~~318~~	The Dtx Company dba Flowcode
318~~319~~	The Good Face Project
319~~320~~	The Net-A-Porter Group LTD
320~~321~~	The Wall Group LA, LLC
321~~322~~	Timothy Lim
322~~323~~	Transperfect Holdings, LLC
323~~324~~	TricorBraun Inc.
324~~325~~	USA Scientific Inc
325~~326~~	Utley's LLC
326~~327~~	Vanessa Tryde
327~~328~~	Velem LLC
328~~329~~	Venus Media Group LLC
329~~330~~	Veritiv Operating Company
330~~331~~	Verizon Wireless
331~~332~~	Vertical Development Academy
332~~333~~	Violet Grey, Inc.
333~~334~~	Vista Packaging & Logistics
334~~335~~	VS + Company
335~~336~~	Walter Schupfer Management Corporation
336~~337~~	we love pr GmbH
337~~338~~	Weblux Inc DBA Black & Black Creative
338~~339~~	Winco Design Limited
339~~340~~	With Honors LLC
340~~341~~	Workday, Inc.
341~~342~~	Wright's Media, LLC
342~~343~~	Wrk Lab, Inc
343~~344~~	Xela Pack Inc
344~~345~~	XYZ Graphics, Inc.
345~~346~~	Z&R Design
346~~347~~	Zack Peter, LLC
347~~348~~	Zand Dermatology, Inc.
348~~349~~	Zdot,LLC dba Bounce Marketing & Events
349~~350~~	Zendesk Inc
350~~351~~	Zuuk International

EXHIBIT E

(AMENDED DSM-FIRMENICH CONTRACTS)

On the Effective Date of the Plan, Reorganized Amyris and DSM-Firmenich entered into the Amended DSM Contracts.

EXHIBIT F

(DSM PLAN PROMISSORY NOTE)

SECURED PROMISSORY NOTE

$30,768,925.00

May 7, 2024

FOR VALUE RECEIVED, AMYRIS, INC., a Delaware corporation ("**Parent**") and each Person described as a "Subsidiary Borrower" on the signature page to this Note ("**Subsidiary Borrowers**" and Subsidiary Borrowers together with Parent, "**Borrower**"), hereby promise to pay **DSM FINANCE B.V.**, a Netherlands private company with limited liability (together with its successors and/or permitted assigns, "**Lender**"), in accordance with the terms and conditions set forth below, the principal amount of **THIRTY MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS** (**$30,768,925.00)**, together with any PIK Interest (as defined below) added to the principal amount thereof (the "**Loan**"), or such lesser principal amount of the Loan made and not repaid from time to time to Borrower by Lender pursuant to this Note, together with interest on the unpaid principal amount hereof from the Effective Date (as defined below) and all other amounts payable hereunder until this Note is paid in full.

WHEREAS, Parent and Lender entered into that certain Loan and Security Agreement on or about October 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, on August 9, 2023, Parent and certain of its subsidiaries (each, a "**Debtor**") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code (each case of Parent and each other Debtor, a "**Case**") and continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the Cases, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time, the "**Plan**") with the Bankruptcy Court on January 23, 2024;

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the "Effective Date" (as such term is defined in the Plan) occurred; and

WHEREAS, pursuant to the Plan, Borrower and Lender are amending and restating the Loan Agreement in the form of this Note.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, Borrower and Lender agree as follows:

1. **Definitions**. The following terms used herein (including the Preamble) shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"**AAA**" has the meaning set forth in **Section 9(e)**.

"**AAA Rules**" has the meaning set forth in **Section 9(e)**.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time, and any successor laws.

"**Bankruptcy Law**" means each of (a) the Bankruptcy Code, (b) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including, without limitation, any plan of arrangement provisions of applicable corporation statutes), and (c) any order made by a court of competent jurisdiction in respect of any of the foregoing.

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

"**Business Day**" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"**Cases**" has the meaning set forth in the Recitals.

"Confirmation Order" shall mean the "Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors" filed in the Cases at docket number 1251.

"**Debtors**" has the meaning set forth in the Recitals.

"**Default**" means any event which, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.

"**Dispute**" has the meaning set forth in **Section 9(e)**.

"**Dollar**" and the sign "**$**" mean the lawful money for the time being of the United States of America.

"**Effective Date**" has the meaning set forth in **Section 4**.

"**Event of Default**" has the meaning set forth in **Section 7**.

"**Exit Administrative Agent**" means Euagore, LLC, as Administrative Agent on behalf of the Exit Secured Parties, together with its successors and assigns.

"**Exit Loan Agreement**" means that certain Loan and Security Agreement between, among others, the Borrowers, the Exit Administrative Agent and the lenders named therein, originally dated as of August 9, 2023, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the Effective Date.

"**Exit Loan Documents**" means the Loan Documents, as defined in the Exit Loan Agreement.

"**Exit Secured Parties**" means the Secured Parties under (and as defined in) the Exit Loan Agreement.

"**Funded Indebtedness**" means indebtedness for borrowed money including such indebtedness that is evidenced by loans, notes, bonds, debentures or similar instruments.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Indemnified Person**" has the meaning set forth in **Section 9(h)**.

"**Issuer**" has the meaning set forth in the Pledge Agreement.

"**Laws**" means any federal, state, local and foreign statute, law, treaty, judicial decision, regulation, guidance, guideline, ordinance, rule, judgment, order, decree, code, injunction, permit, concession, grant, franchise, governmental (or quasi-governmental) agreement, governmental (or quasi-governmental) restriction or determination of an arbitrator, court or other Governmental Authority (whether or not having the force of law), whether now or hereafter in effect.

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

"**Liabilities**" has the meaning set forth in **Section 9(h)**.

"**Lien**" has the meaning set forth in the Pledge Agreement.

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

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

"**Material Adverse Effect**" means a material adverse effect upon: (a) the business, operations, properties, assets, or condition (financial or otherwise) of the Borrowers, or (b) the ability of the Borrowers to perform the Secured Obligations in accordance with the terms of the Note Documents, or the ability of the Lender to enforce any of its rights or remedies with respect to the Secured Obligations, or (c) the Pledge Collateral or the Lender's Liens on the Pledge Collateral or the priority of such Liens.

"**Maturity Date**" has the meaning set forth in **Section 2(b)**.

"**Merger**" has the meaning set forth in **Section 6**.

"**Note**" means this Secured Promissory Note, dated as of the date first written above, made by Borrower in favor of Lender, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Note Documents**" means this Note and the Pledge Agreement.

"**Party**" means any party to this Note.

"**Payment Date**" has the meaning set forth in **Section 3**.

"**Permitted Liens**" means any Liens (a) securing judgments for the payment of money, (b) created pursuant to the Pledge Agreement and (c) for taxes, assessments, or other governmental charges not yet due or payable or that are being contested in good faith by appropriate proceedings.

"**Person**" means any individual, partnership, joint venture, limited liability company, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

"**PIK Interest**" has the set forth in **Section 3**.

"**Plan**" has the meaning set forth in the Recitals.

"**Pledge Agreement**" means that certain Amended and Restated Pledge Agreement, between Parent and Lender, originally dated December 12, 2022, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the Effective Date.

"**Pledge Collateral**" has the meaning set forth in the Pledge Agreement.

"**Secured Obligations**" means the aggregate principal amount of the Loan, together with all accrued and unpaid interest thereon (as provided in **Section 3**) and any other amounts due and owing under the Note Documents.

"**Subsidiary**" means, with respect to any person, any entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which such Person owns or controls 50.1% or more of the outstanding voting securities.

"**Subsidiary Borrower**" has the meaning set forth in the Preamble.

"**Successor Borrower**" has the meaning set forth in **Section 6**.

"**Surviving Obligations**" has the meaning set forth in the Addendum.

"**Transactions**" means the transactions contemplated by the Note Documents, the Plan and the Confirmation Order.

"**UCC**" has the meaning set forth in the Pledge Agreement.

2. Payments.

(a) *Voluntary*. This Note may be redeemed, in whole or in part prior to the Maturity Date by Borrower, effective three Business Days after written notice of such redemption is given to Lender, by payment of the principal amount of the Note to be redeemed together with any interest accrued thereon through the date of redemption but not then capitalized; provided that each such redemption shall be in a minimum amount of $1,000,000 and integral multiples of $100,000 in excess of that amount (or such other denominations which may be acceptable to the Lender in its sole discretion).

(b) *Mandatory*.

(i) On September 16, 2024, Borrower shall repay the Loan in an aggregate principal amount of $15,000,000; and

(ii) on December 31, 2026 (the "**Maturity Date**"), the then outstanding Secured Obligations shall be immediately due and payable in full.

(c) *Payment Terms*. All payments of the Secured Obligations shall be made in immediately available funds, in Dollars, to such account for payment as may be specified in writing by Lender from time to time. Amounts prepaid or repaid in respect of the Loan may not be reborrowed. All payments of principal, interest and other amounts under this Note shall be made without offset, counterclaim or deduction of any kind for any reason.

3. **Interest**.

(a) Interest on the Loan shall be calculated at a rate equal to 6.75% per annum. Interest shall be paid in kind in arrears and capitalized semiannually starting on the six month anniversary date of the Effective Date and continuing from such date in six month intervals (each such date, a "**Payment Date**") until the Loan is paid in full ("**PIK Interest**"). PIK Interest shall be added to the principal amount of the Note on each Payment Date and shall thereafter constitute principal for all purposes under this Note. Interest shall be computed on the basis of the actual number of days elapsed and a year of 360 days, and shall accrue on the outstanding and unpaid principal amount of the Loan for the period from and including the Effective Date through the date on which the Loan is paid in full.

(b) Upon the occurrence and during the continuation of an Event of Default, the outstanding Loan, including principal and PIK Interest thereon, shall bear interest at a rate per annum equal to the interest rate otherwise applicable to the Loan plus 2.0% per annum ("**Default Interest**"). All Default Interest shall be paid in kind in arrears and capitalized monthly on each Payment Date and shall be subject to the provisions of **Section 3(a)**.

4. **Conditions Precedent**. This Note will be effective on the date (the "**Effective Date**") on which the Lender has received or waived receipt of the documents and other evidence set out in this **Section 4**, in form and substance satisfactory to it.

(a) *Note Documents*. A counterpart of this Note and the Pledge Agreement, signed by each party to those Note Documents.

(b) *Fees and Expenses*. Evidence of the payment of all fees and expenses required to be paid or reimbursed as required under the Plan.

(c) *No Default or Event of Default*. After giving effect to the Transactions, no Default or Event of Default shall have occurred and be continuing on the Effective Date.

(d) *Representations and Warranties*. The representations and warranties in **Section 5** shall be true and correct in all material respects on and as of the Effective Date (without duplication of any materiality qualifier contained therein).

(e) *Organizational Documents*. The operating documents of the Borrowers and long-form charters (or equivalent documents) of the Borrowers certified by the Secretary of State (or equivalent officer) of their jurisdiction of organization or formation and (to the extent applicable in such Borrower's jurisdiction of incorporation or formation) short-form good standing certificates of the Borrowers certified by the Secretary of State (or equivalent agency) of each other jurisdiction in which each Borrower is qualified to conduct business;

(f) *Officer's Certificate*. A certificate dated as of the Effective Date, signed by an authorized officer of Parent (on behalf of the Borrowers) with respect to each Borrower's (i) charter, (ii) operating documents and (iii) resolutions;

(g) *Closing Certificate*. A certificate dated as of the Effective Date, signed by an authorized officer of Parent (on behalf of the Borrowers), confirming compliance with the conditions precedent set forth in **Sections 4(c)** and **4(d)**;

(h) *UCC*. A UCC continuation statement for Parent in respect of the Pledge Collateral.

(i) *Confirmation Order*. All conditions precedent to the effectiveness of the Plan shall have been met or waived as provided in the Plan.

5. **Representations and Warranties**. Borrower represents and warrants to Lender that as of the Effective Date pursuant to the Plan and the Confirmation Order:

(a) *Corporate Status; Compliance with Law*.

(i) Each Borrower is a corporation, partnership, limited partnership or limited liability company (or equivalent entity in its jurisdiction of formation) duly organized and validly existing and in good standing under the laws of its applicable jurisdiction of incorporation or formation;

(ii) After giving effect to the Transactions as of the Effective Date, Parent (A) owns the Pledge Collateral, free of all Liens, other than Permitted Liens, and (B) has the legal right to own, pledge, mortgage or otherwise encumber the Pledge Collateral as security for the Secured Obligations;

(iii) Each Borrower is duly qualified to conduct business and (to the extent applicable in such Borrower's jurisdiction of incorporation or formation) is in good standing in all jurisdictions in which the nature of its business or its ownership or lease of properties requires such qualifications where failure to be so qualified is reasonably expected to have a Material Adverse Effect;

(iv) Each Borrower has the requisite corporate, partnership or company power and authority to conduct its business as now and proposed to be conducted and the legal right to own, pledge, mortgage or otherwise encumber and operate its properties, except, in each case, to the extent the failure to have such right is not reasonably expected to have a Material Adverse Effect;

(v) Each Borrower has (and no Borrower is in default under) all material licenses, permits, certifications, consents or approvals from or by, and has made all material filings with, and has given all material notices to, all Governmental Authorities having jurisdiction over such Borrower, in each case to the extent required for such ownership, operation and conduct, except where the failure to satisfy the foregoing, individually or in the aggregate, is not reasonably expected to have a Material Adverse Effect;

(vi) Each Borrower is in compliance with its organizational documents in all material respects; and

(vii) After giving effect to the Transactions as of the Effective Date, each Borrower is in compliance with all Laws to which it is subject, except where failure to comply could not be expected to have a Material Adverse Effect.

(b) *Organizational Power, Authorization, Enforceable Obligations, Consents*. The execution, delivery and performance of the Note Documents to which it is party pursuant to the Plan and the Confirmation Order:

(i) are within such Borrower's corporate, partnership, limited partnership or limited liability company power and do not contravene any provision of such Borrower's organizational documents;

(ii) have been duly authorized by all necessary or proper action of each Borrower;

(iii) will not result in the creation or imposition of any Lien upon the Pledge Collateral, other than Permitted Liens;

(iv) do not violate (A) any Laws or regulations to which any Borrower is subject, the violation of which would be reasonably expected to have a Material Adverse Effect, (B) any order, injunction, judgment, decree or writ of any Governmental Authority to which any Borrower is subject, or (C) any contract or agreement or require the consent or approval of any other Person which has not already been obtained;

(v) do not conflict with, or result in the breach or termination or, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture mortgage, deed of trust, lease or agreement or other instrument, in each case, in respect of material Funded Indebtedness to which any Borrower is a party or by which any of its property is bound; and

(vi) The individual or individuals executing the Note Documents on its behalf are duly authorized to do so. Each Note Document has been duly executed and delivered on behalf of each Borrower party thereto. Each Note Document upon execution will constitute, a legal, valid and binding obligation of each Borrower party thereto, enforceable against each such Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) [reserved]

(d) *Material Adverse Effect.* No event, change, condition, development, effect, circumstance, matter or other occurrence, individually or in the aggregate, that has had or is reasonably expected have, a Material Adverse Effect has occurred as of, and after giving effect to the Transactions as of, the Effective Date.

(e) *Actions Before Governmental Authorities.* After giving effect to the Transactions as of the Effective Date, there are no actions, investigations, suits or proceedings at law or in equity or by or before any Governmental Authority now pending, or, to the actual knowledge (without inquiry) of the Borrower, threatened against or affecting any Borrower or its respective property, before any Governmental Authority or before any arbitrator or panel of arbitrators, in each case, that is reasonably expected to have a Material Adverse Effect.

(f) *Laws.* After giving effect to the Transactions as of the Effective Date, no Borrower is in violation of any law, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, in each case where such violation or default is reasonably expected to have a Material Adverse Effect.

(g) *Security Documents.* (i) The Pledge Agreement is effective to create in favor of the Lender a legal, valid and enforceable security interest in the Pledge Collateral (subject to (A) applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law and (B) any filings, notices and registrations and other perfection requirements necessary to create or perfect the Liens on the Pledge Collateral granted by Parent in favor of the Lender (which filings or recordings

shall be made to the extent required by any Note Document)), and (ii) in the case of any Pledge Collateral that are securities represented by stock certificates (if any) or otherwise constituting certificated securities within the meaning of Section 8-102(a)(4) of the UCC, when certificates representing such Pledge Collateral are delivered to the Lender, the Lender shall have a fully perfected Lien on, and security interest in, all right, title and interest of Parent in the Pledge Collateral as security for the Secured Obligations, in each case prior and superior in right to the Lien of any other Person.

6. **Covenants**.

(a) *Existence*. Each Borrower will at all times preserve and keep in full force and effect its existence *provided* that any Borrower may merge, amalgamate or consolidate with or into any other Borrower (each, a "**Merger**"); *provided* that such Merger shall not adversely affect (x) the Lender's rights under the Note Documents or the Lender's Liens on the Pledge Collateral, or (y) Parent's rights title and interest in the Pledge Collateral; *provided* further that:

(i) the Person formed by or surviving any such Merger ("**Successor Borrower**") shall:

(1) to the extent involving a Borrower constituted under the laws of any jurisdiction in the United States of America, be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof; and

(2) expressly assume all the obligations of a Borrower under this Note pursuant to a joinder hereto;

(ii) each other Borrower, unless it is the other party to such Merger, shall have, by a supplement to this Note, confirmed that its Secured Obligations shall apply to Successor Borrower's obligations under this Note;

(iii) Parent, unless it is the other party to such Merger, shall have, by a supplement to the Pledge Agreement, affirmed that its obligations hereunder shall apply to the Pledge Agreement as reaffirmed pursuant to **Section 6(a)(ii)**; and

(iv) Successor Borrower shall have delivered to Lender an officer's certificate stating that such Merger and such supplements preserve the enforceability of the Secured Obligations.

(b) *Compliance with Organizational Documents*. Parent shall, and shall cause the Issuer to, comply in all material respects with the terms of their respective organizational documents in each case except to the extent any failure to comply does not adversely affect, and could not reasonably be expected to adversely affect, the rights and interests of the Lender under the Note Documents.

(c) *Collateral; Liens Generally*.

(i) Parent shall (A) at all times keep the Pledge Collateral free and clear from, and shall not create, incur, assume or permit to exist, any legal process or Liens whatsoever, (B) give the Lender prompt written notice of any legal process affecting the Pledge Collateral or any Liens attaching to the Pledge Collateral, and (C) protect and defend its title to the Pledge Collateral from and against all Persons claiming any interest adverse to Parent, in each case other than Permitted Liens.

(ii) Parent shall not, (A) become a party to any agreement, note, indenture or instrument, or take any other action, which would restrict (x) the incurrence of any indebtedness or Liens under

the Note Documents, or (y) the payment of any Funded Indebtedness under the Note Documents, in each case, other than the Exit Loan Agreement, or (B) become a party to any agreement, note, indenture or instrument, or take any other action, which would actually or effectively subordinate the Lender's Lien in the Pledge Collateral in any way.

(d) *Corporate Changes*. Borrower shall provide written notice to Lender (i) of a change its corporate name, legal form or jurisdiction of formation with at least 10 days' before such change, and (ii) if it relocates its chief executive office or its principal place of business.

(e) *Transfers*. Parent shall not, voluntarily or involuntarily make any transfer, sell, lease, license, lend, dispose of or in any other manner convey any equitable, beneficial or legal interest in any Pledge Collateral other than (i) Permitted Liens, and (ii) subject to the provisions of **Section 6(a)**, pursuant to a Merger.

(f) *Notice of Default*. The Borrowers shall notify the Lender promptly in writing via email pursuant to **Section 9(g)** after any Borrower acquires knowledge of any Default or Event of Default.

(g) *Further Assurances*. Parent shall from time to time (a) execute, deliver and file, alone or with the Lender, any UCC financing statements to perfect the Lender's Lien on the Pledge Collateral, and (b) procure any instruments or documents as may be reasonably requested by the Lender, and take all further action that may be necessary, or that the Lender may reasonably request, to perfect and protect the Liens granted under the Pledge Agreement. In addition, and for such purposes only, Parent hereby authorizes the Lender to execute and deliver on its behalf and to file such financing statements, either in the Lender's name or in the name of the Lender as agent and attorney-in-fact for Parent.

7. **Events of Default**. If any of the following events (each, an "**Event of Default**") occurs:

(a) *Payments*. The Borrower fails to pay (i) any principal within three Business Days of its due date, (ii) any interest under this Note within three Business Days of its due date, or (iii) any other amount payable under the Note Documents within 14 days of its due date;

(b) *Representations*. Any representation, warranty or statement made or deemed made by the Borrower in any Note Document shall have been untrue or incorrect in any material respect when made or deemed made and, to the extent capable of being cured, such incorrect representation or warranty shall remain incorrect for a period of 30 days after the earlier of (i) the date of receipt of written notice thereof from Lender to Parent, and (ii) the date on which any Borrower becomes aware of such representation, warranty or statement being untrue or incorrect in any material respect;

(c) *Covenants*. Breach or default in the due performance or observance by Borrower of any term, covenant or agreement contained in any Note Document (other than under **Section 7(a)**) and such default shall continue unremedied for a period of more than 30 days after the earlier of (i) the date of receipt of written notice thereof from Lender to Parent, and (ii) the date on which any Borrower becomes aware of such breach or default;

(d) *Other Obligations*. Any "Event of Default" (however described) occurs with respect to Funded Indebtedness with an outstanding aggregate principal amount individually or in the aggregate in excess of $50,000,000 ("**Threshold Indebtedness**") and the principal amount of any such Threshold Indebtedness has been declared due and payable or otherwise is (or has become) due and payable;

(e) *Insolvency*. Other than in relation to the Cases:

(i) any Borrower shall commence any case, proceeding or other action (A) under any Bankruptcy Law, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator, judicial manager or other similar official for it or for all or any substantial part of its assets, or any Borrower shall make a general assignment for the benefit of its creditors; or

(ii) there shall be commenced against any Borrower any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or

(iii) there shall be commenced against any Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or

(iv) any Borrower shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (i), (ii) or (iii) above; or

(v) any Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, subject to applicable grace periods, if any;

(f) *Invalidity*. Any material provision of any Note Document shall for any reason cease to be valid, binding and enforceable in accordance with its terms (or any Borrower shall challenge in writing the enforceability of any Note Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Note Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms), or any Lien created under the Pledge Agreement shall cease to be a valid and perfected Lien (except as otherwise permitted herein or therein) in any material portion of the Pledge Collateral purported to be covered thereby, except to the extent that any such loss of perfection or priority results from any action or inaction of the Lender;

(g) *Attachments; Judgments*. If

(i) any portion of the Pledge Collateral is seized;

(ii) either (A) a levy or levies are filed against any portion of the Pledge Collateral in an amount, individually or in the aggregate, of at least $1,000,000, or (B) any portion of the Pledge Collateral is attached, and, in each case, the same are not, within one hundred eighty (180) days after the occurrence thereof, vacated, discharged or stayed (whether through the posting of a bond or otherwise), in each case unless such action (A) is being contested in good faith and by appropriate proceedings diligently conducted, or (B) would otherwise constitute a Permitted Lien; or

(iii) a judgment or judgments is/are entered for the payment of money, individually or in the aggregate, of at least $50,000,000 and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of one hundred eighty (180) days (unless covered by insurance as to which a third party insurance company has been notified and not denied coverage); and

(h) *Note Documents*. If (i) any Borrower or any Person acting on behalf of such Borrower shall contest in any manner the validity, binding nature or enforceability of any Note Document, (ii) the obligations of any Borrower under any Note Document are not or shall cease to be (or any Person acting on behalf of any Borrower shall assert in writing that they are not) legal, valid, binding and enforceable in accordance with the terms of such Note Document, or (iii) the Pledge Agreement is not or shall cease to be in full force and effect (other than by reason of the express release thereof in accordance with the terms of the Note Documents) or any Person acting on behalf of any Borrower shall so assert in writing or any security interest purported to be created by the Pledge Agreement shall cease to be, or shall be asserted in writing by any Borrower or any Person acting on behalf of such Borrower not to be, a valid, perfected, security interest in any portion of the Pledge Collateral covered thereby,

then, at any time thereafter while such Event of Default is continuing, Lender, by written notice to Borrower, may declare the entire unpaid principal amount of this Note, together with all accrued, unpaid and uncapitalized interest thereon, to be due and payable immediately.

8. **Security Interest**. As security for the full, prompt and complete payment and performance when due of the Secured Obligations, Parent has granted to the Lender a first-priority security interest in the Pledge Collateral pursuant to the Pledge Agreement. Reference is hereby made to the Pledge Agreement for a description of the nature and extent of the security for this Note and the rights with respect to such security of the Lender.

9. **Miscellaneous**.

(a) *Assignment by the Company; Assignment by Lender*. Neither any Note Document nor any of the rights, interests or obligations hereunder or thereunder may be assigned, by operation of law or otherwise, in whole or in part, by Borrower without the prior written consent of Lender. Lender will not assign, by operation of law or otherwise, any Note Document or any of its rights, interests or obligations hereunder or thereunder without the prior written consent of Parent, except to a wholly owned Subsidiary of DSM-Firmenich AG.

(b) *No Waiver*. No failure or omission on the part of Lender to exercise, and no course of dealing with respect to or delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise by Lender of any right, power or remedy under any Note Document, nor any abandonment or discontinuance by Lender of steps to enforce any such right, power or remedy, shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(c) *Waivers and Amendments*. No amendment or waiver of any of the provisions of this Note shall (i) be effective unless it is in writing and signed by each Party, (ii) constitute a waiver of any other provision of this Note, whether or not similar, or (iii) constitute a continuing waiver unless otherwise expressly provided in writing and signed by each Party. The Borrower waives presentment, demand for payment, notice of dishonor, protest and notice of protest, and any or all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

(d) *Governing Law and Venue*. **THIS NOTE AND THE OTHER NOTE DOCUMENTS AND ANY AND ALL ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS NOTE AND THE OTHER NOTE DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK. EACH BORROWER HERBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION OR**

PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE BROUGHT IN THE STATE COURTS AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(e) *Dispute Resolution*. Any dispute, controversy or claim arising out of or relating to any Note Document or the subject matter hereof or thereof, including, but not limited to, any contractual, pre-contractual or noncontractual rights, obligations or liabilities and any question or dispute regarding the existence, validity, formation, effect, interpretation, performance, breach, termination or invalidity hereof or thereof (a "**Dispute**"), shall be finally settled by arbitration. Any arbitration initiated in connection with this **Section 9(e)** shall be conducted by the New York office of the American Arbitration Association ("**AAA**") in accordance with AAA Commercial Rules in effect at the time of applying for arbitration ("**AAA Rules**"), except as the AAA Rules conflict with the provisions of this **Section 9(e)**, in which event the provisions of this **Section 9(e)** shall control. The arbitration tribunal shall consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the two arbitrators so appointed shall jointly appoint the third arbitrator. The tribunal shall decide any dispute submitted by the Parties strictly in accordance with the substantive law of the state of New York and shall not apply any other substantive law. Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the tribunal already appointed to hear the existing Dispute(s). The arbitration award shall be final, conclusive and binding on each party as from the date rendered. Judgment upon any arbitration award may be entered and enforced in any court having jurisdiction over a party or any of its assets.

(f) *Expense Reimbursement*. The Borrowers promise to pay any and all reasonable documented out of pocket attorneys' and other reasonable documented out of pocket professionals' fees and expenses incurred by the Lender after the Effective Date in connection with or related to: (a) the Note; (b) the administration, collection, or enforcement of the Note Documents; (c) the amendment or modification of the Note Documents; (d) any waiver, consent, release, or termination under the Note Documents; (e) the enforcement, collection or protection of the Lender's rights in connection with the Note Documents, including the protection, preservation, sale, lease, liquidation, or disposition of Pledge Collateral or the exercise of remedies with respect to the Pledge Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to the Borrowers or the Pledge Collateral, and any appeal or review thereof; (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to the Borrowers or the Pledge Collateral, the Note Documents, including representing the Lender in any adversary proceeding or contested matter commenced or continued by or on behalf of any Borrower's estate, and any appeal or review thereof.

(g) *Notices*. All notices or other communications required or permitted hereunder shall be in writing and shall be considered to be given and received in all respects (i) when personally delivered, (ii) when delivered via reputable overnight courier service, (iii) on the first Business Day after transmission if sent by electronic mail, or (iv) four days after deposited in the U.S. mail, certified or registered mail, return receipt requested, and in each case addressed to a Party as follows:

Notice to Lender:

DSM FINANCE B.V.
Het Overloon 1
6411 TE Heerlen
The Netherlands
Attention: Michael Wahl and Vivian Huang
Email: Michael.Wahl@dsm.com and
vivian.huang@dsm.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Shaun Hartley and Noah A. Weiss
Email: Shaun.Hartley@lw.com and
Noah.Weiss@lw.com

Notice to Borrower:

AMYRIS, INC.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450-0761
Email: generalcounsel@amyris.com

with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP
Three Embarcadero Center 28th Floor
San Francisco, CA 94111
Attention: Jon Novotny
Phone: (415) 733 6181
Email: jnovotny@goodwinlaw.com

A Party may change its address for notices and other communications hereunder by giving notice to each other Party in accordance with this **Section 9(g)**.

(h) *Indemnity*. The Borrowers shall indemnify Lender and its officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "**Indemnified Person**"), and hold each Indemnified Person harmless, from and against any and all losses, claims, costs, expenses, damages and liabilities, including reasonable documented out of pocket attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal), that may be incurred by or asserted against any Indemnified Person in connection with any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory and regardless whether any Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrower or any of its affiliates) (collectively, "**Liabilities**"), arising out of, in connection with, or as a result of: (a) the execution, delivery and administration of this Note and the other Note Documents, and the performance (or non-performance) by the parties to the Note Documents of their respective obligations thereunder, or (b) the disposition or utilization of the Pledge Collateral or the exercise by the Lender of any default-related rights and remedies in respect of the Pledge Collateral or otherwise under the

Note Documents, excluding, in all cases, Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable judgment. The Borrower agrees to pay, and to save the Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of the Lender) that may be payable or determined to be payable with respect to any of the Pledge Collateral or this Note. To the fullest extent permitted by applicable Laws, no Party hereto shall assert and each, hereby waives, any claim for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) or any loss of profits arising out of, in connection with, or as a result of any Note Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby. All amounts due under this **Section 9(h)** shall be paid within 30 days after written demand therefor. This **Section 9(h)** shall survive the termination of this Note and the repayment of all Secured Obligations until all statutes of limitation with respect to the claims, losses, and expenses for which indemnity is given shall have run.

(i) *Severability*. If any provision of this Note shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be illegal, invalid, or unenforceable, and such illegality, invalidity, or unenforceability shall have no effect upon and shall not impair the enforceability of any other provision of this Note.

(j) *Lost, Stolen, Destroyed or Mutilated Note*. Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of this Note, and in case of any such loss, theft or destruction, upon delivery of any customary indemnity agreement reasonably satisfactory to Borrower, or in any case of any such mutilation, upon surrender and cancellation of this Note, Borrower will, within five Business Days, issue and deliver a new Note of like tenor in an amount equal to the amount of such lost, stolen or mutilated Note.

(k) *Rescission of Payments*. If at any time any payment made by Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

(l) *Usury*. If any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

(m) *Further Assurances*. Each Party agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership, personal or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Note.

(n) *Multiple Borrower Terms*. Each Borrower agrees to the terms and conditions set forth on the Addendum.

(o) *Entire Agreement*. The Note Documents, the Plan and the Confirmation Order constitute the full and entire understanding and agreement between the Parties relating to the subject matter hereof and thereof and supersede any previous written or verbal agreements between the Parties with regard to the subject matter hereof and thereof.

(p) *Headings; Interpretation*. In this Note, (i) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this Note, (ii) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import, and (iii) all references to the Preamble, the Addendum, Sections, Paragraphs, Exhibits and Schedules shall, unless otherwise provided, refer to the Preamble, sections and paragraphs hereof and addenda, exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

(q) *Counterparts*. This Note may be executed in two or more counterparts, all of which taken together shall constitute one instrument. Any signature to this Note may be delivered by electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each Party represents and warrants that it has the corporate capacity and authority to execute this Note through electronic means and there are no restrictions for doing so in its organizational documents.

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Note, intending to be legally bound hereby as of the date first written above.

PARENT:

AMYRIS, INC.

By: _____
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer and Chief Financial Officer

SUBSIDIARY BORROWERS:

AB TECHNOLOGIES LLC

By: _____
Name: Han Kieftenbeld
Title: Chief Financial Officer

APRINNOVA, LLC

By: _____
Name: Han Kieftenbeld
Title: Chief Financial Officer

AMYRIS BIOTECNOLOGIA DO BRASIL LTDA.

By: _____
Name: Daniel Garcia Moreira
Title: Director

By: _____
Name: Claudia Marina Nohara
Title: Director

ACKNOWLEDGED AND AGREED:

LENDER:

DSM FINANCE B.V.

By:_____
Name:
Title:

Addendum
Multiple Borrower Terms

(a) **Borrower's Agent**. Each Borrower hereby irrevocably appoints Parent as its agent, attorney-in-fact and legal representative for all purposes. Lender may rely, and shall be fully protected in relying, on any notice or communication made or given by the Parent, whether in its own name or on behalf of one or more of the other Borrowers and Lender shall not have any obligation to make any inquiry or request any confirmation from or on behalf of any other Borrower as to the binding effect on it of any such request, instruction, report, information, other notice or communication, nor shall the joint and several character of the Borrowers' obligations hereunder be affected thereby.

(b) **Waivers**. Each Borrower hereby agrees that it is jointly and severally liable for the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of all Secured Obligations owed or hereafter owing to Lender by each other Borrower. Each Borrower hereby waives with respect to the Secured Obligations incurred by any other Borrower: (i) any right to require Lender to institute suit against, or to exhaust its rights and remedies against, such other Borrower or any other Person, or to proceed against any property of any kind which secures all or any part of the Secured Obligations, or to exercise any right of offset or other right with respect to any reserves, credits or deposit accounts held by or maintained with Lender or any indebtedness of Lender to such other Borrower, or to exercise any other right or power, or pursue any other remedy Lender may have; (ii) any defense arising by reason of any disability or other defense of such other Borrower or any guarantor or any endorser, co-maker or other Person, or by reason of the cessation from any cause whatsoever of any liability of such other Borrower or any guarantor or any endorser, co-maker or other Person, with respect to all or any part of the Secured Obligations, or by reason of any act or omission of Lender or others which directly or indirectly results in the discharge or release of such other Borrower or any guarantor or any other Person or any Secured Obligations or any security therefor, whether by operation of law or otherwise; (iii) any defense arising by reason of any failure of Lender to obtain, perfect, maintain or keep in force any lien on, any property of any Borrower or any other Person; (iv) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against such other Borrower or any guarantor or any endorser, co-maker or other Person, including without limitation any discharge of, or bar against collecting, any of the Secured Obligations (including without limitation any interest thereon), in or as a result of any such proceeding. Until all of the Secured Obligations have been paid and discharged in full (other than Secured Obligations that are inchoate indemnity obligations, inchoate reimbursement obligations and/or other obligations which, by their terms, are to survive the termination of the Note Documents ("**Surviving Obligations**")), nothing shall discharge or satisfy the liability of any Borrower hereunder except the full performance and payment of all of the Secured Obligations (other than Surviving Obligations). If any claim is ever made upon Lender for repayment or recovery of any amount or amounts received by Lender in payment of or on account of any of the Secured Obligations, because of any claim that any such payment constituted a preferential transfer or fraudulent conveyance, or for any other reason whatsoever, and Lender repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property, or by reason of any settlement or compromise of any such claim effected by Lender with any such claimant (including without limitation the any other Borrower), then and in any such event, each Borrower agrees that any such judgment, decree, order, settlement and

compromise shall be binding upon such Borrower, notwithstanding any revocation or release of this Note or the cancellation of any note or other instrument evidencing any of the Secured Obligations, or any release of any of the Secured Obligations, and each Borrower shall be and remain liable to Lender under this Note for the amount so repaid or recovered, to the same extent as if such amount had never originally been received by Lender, and the provisions of this sentence shall survive, and continue in effect, notwithstanding any revocation or release of this Note. Each Borrower hereby expressly and unconditionally waives all rights of subrogation, reimbursement and indemnity of every kind against any other Borrower, and all rights of recourse to any assets or property of any other Borrower, and all rights to any collateral or security held for the payment and performance of any Secured Obligations, including (but not limited to) any of the foregoing rights which Borrower may have under any present or future document or agreement with any other Borrower or other Person, and including (but not limited to) any of the foregoing rights which any Borrower may have under any equitable doctrine of subrogation, implied contract, or unjust enrichment, or any other equitable or legal doctrine.

(c) **Consents**. Each Borrower hereby consents and agrees that, without notice to or by Borrower (except any notices expressly required by the Note Documents) and without affecting or impairing in any way the obligations or liability of Borrower hereunder, Lender may, from time to time before or after revocation of this Note, do any one or more of the following in its sole and absolute discretion: (i) accept partial payments of, compromise or settle, renew, extend the time for the payment, discharge, or performance of, refuse to enforce, and release all or any parties to, any or all of the Secured Obligations; (ii) grant any other indulgence to any Borrower or any other Person in respect of any or all of the Secured Obligations or any other matter; (iii) accept, release, waive, surrender, enforce, exchange, modify, impair, or extend the time for the performance, discharge, or payment of, any and all property of any kind securing any or all of the Secured Obligations or any guaranty of any or all of the Secured Obligations, or on which Lender at any time may have a Lien, or refuse to enforce its rights or make any compromise or settlement or agreement therefor in respect of any or all of such property; (iv) substitute or add, or take any action or omit to take any action which results in the release of, any one or more other Borrowers or any endorsers or guarantors of all or any part of the Secured Obligations, including, without limitation one or more Parties, regardless of any destruction or impairment of any right of contribution or other right of Borrower; (v) apply any sums received in respect of the Secured Obligations from any other Borrower, any guarantor, endorser, or co-signer, or from the disposition of any Pledge Collateral or security, to the Secured Obligations that are then due and payable. Each Borrower consents and agrees that Lender shall be under no obligation to marshal any assets in favor of Borrower, or against or in payment of any or all of the Secured Obligations. Each Borrower further consents and agrees that Lender shall have no duties or responsibilities whatsoever with respect to any property securing any or all of the Secured Obligations. Without limiting the generality of the foregoing, Lender shall have no obligation to monitor, verify, audit, examine, or obtain or maintain any insurance with respect to, any property securing any or all of the Secured Obligations.

(d) **Independent Liability**. Each Borrower hereby agrees that one or more successive or concurrent actions may be brought hereon against such Borrower, in the same action in which any other Borrower may be sued or in separate actions, as often as deemed advisable by Lender. Each Borrower is fully aware of the financial condition of each other Borrower and is executing and delivering this Note based solely upon its own independent investigation of all matters pertinent hereto, and such Borrower is not relying in any manner

upon any representation or statement of Lender with respect thereto. Each Borrower represents and warrants that it is in a position to obtain, and each Borrower hereby assumes full responsibility for obtaining, any additional information concerning any other Borrower's financial condition and any other matter pertinent hereto as such Borrower may desire, and such Borrower is not relying upon or expecting Lender to furnish to it any information now or hereafter in Lender's possession concerning the same or any other matter.

(REDLINE DSM PLAN PROMISSORY NOTE)

SECURED PROMISSORY NOTE

$30,768,925.00

~~$29,518,925.00~~
~~January ___~~May 7, 2024

FOR VALUE RECEIVED, AMYRIS, INC., a Delaware corporation ("**Parent**") and each Person described as a "Subsidiary Borrower" on the signature page to this Note (~~the~~ "**Subsidiary Borrowers**" and Subsidiary Borrowers together with Parent, "**Borrower**"), hereby promise to pay ~~to the order of~~ **DSM FINANCE B.V.**, a Netherlands private company with limited liability (together with its successors and/or permitted assigns, "**Lender**"), in accordance with the terms and conditions set forth below, the principal amount of ~~TWENTY NINE~~THIRTY **MILLION** ~~FIVE~~SEVEN **HUNDRED** ~~EIGHTEEN~~SIXTY EIGHT **THOUSAND NINE HUNDRED** ~~TWENTY FIVE~~TWENTY-FIVE **DOLLARS** ($~~29,518,925.00~~30,768,925.00), together with any PIK Interest (as defined below) added to the principal amount thereof (the "**Loan**"), or such lesser principal amount of the Loan made and not repaid from time to time to Borrower by Lender pursuant to this Note, together with interest on the unpaid principal amount hereof from the Effective Date (as defined below) **and all other amounts payable hereunder** until this Note is paid in full.

WHEREAS, Parent and Lender entered into that certain Loan and Security Agreement on or about October 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, on August 9, 2023, Parent and certain of its subsidiaries (each, a "Debtor") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code (each case of Parent and each other Debtor, a "Case") and continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the Cases, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time, the "Plan") with the Bankruptcy Court on January 23, 2024;

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the "Effective Date" (as such term is defined in the Plan) occurred; and

WHEREAS, pursuant to the Plan, Borrower and Lender are amending and restating the Loan Agreement in the form of this Note.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, Borrower and Lender ~~hereby set forth their rights and obligations to one another under this Note and~~ agree ~~to be legally bound~~ as follows:

1. **Definitions**. The following terms used herein (including the ~~preamble~~Preamble) shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"AAA" has the meaning set forth in Section 9(e).

"~~Amended and Restated Pledge Agreement~~**AAA Rules**" has the meaning ~~ascribed to such term~~**set forth** in **Section ~~6~~9(e)**.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time, and any successor laws.

"Bankruptcy Law" means each of (a) the Bankruptcy Code, (b) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including, without limitation, any plan of arrangement provisions of applicable corporation statutes), and (c) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"**Borrower**" has the meaning ~~ascribed to such term~~**set forth** in the ~~preamble~~**Preamble**.

"**Business Day**" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Cases" has the meaning set forth in the Recitals.

"Confirmation Order" shall mean the "Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and its Affiliated Debtors" filed in the Cases at docket number 1251.

"Debtors" has the meaning set forth in the Recitals.

"Default" means any event which, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.

"Dispute" has the meaning set forth in Section 9(e).

"**Dollar**" and the sign "**$**" mean the lawful money for the time being of the United States of America.

"**Effective Date**" ~~means the date of this Note~~**has the meaning set forth in Section 4**.

"**Event of Default**" has the meaning ~~ascribed to such term~~**set forth** in **Section ~~5~~7**.

"Exit Administrative Agent" means Euagore, LLC, as Administrative Agent on behalf of the Exit Secured Parties, together with its successors and assigns.

"Exit Loan Agreement" means that certain Loan and Security Agreement between, among others, the Borrowers, the Exit Administrative Agent and the lenders named therein, originally dated as of August 9, 2023, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the Effective Date.

"Exit Loan Documents" means the Loan Documents, as defined in the Exit Loan Agreement.

"Exit Secured Parties" means the Secured Parties under (and as defined in) the Exit Loan Agreement.

"**Funded Indebtedness**" means indebtedness for borrowed money **including such indebtedness** that ~~are~~**is** evidenced by loans, notes, bonds, debentures or similar instruments.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Indemnified Person" has the meaning set forth in Section 9(h).

"Issuer" has the meaning set forth in the Pledge Agreement.

"Laws" means any federal, state, local and foreign statute, law, treaty, judicial decision, regulation, guidance, guideline, ordinance, rule, judgment, order, decree, code, injunction, permit, concession, grant, franchise, governmental (or quasi-governmental) agreement, governmental (or quasi-governmental) restriction or determination of an arbitrator, court or other Governmental Authority (whether or not having the force of law), whether now or hereafter in effect.

"**Lender**" has the meaning ~~ascribed to such term~~**set forth** in the ~~preamble~~**Preamble**.

"Liabilities" has the meaning set forth in Section 9(h).

"Lien" has the meaning set forth in the Pledge Agreement.

"**Loan**" has the meaning ~~ascribed to such term~~**set forth** in the ~~preamble~~**Preamble**.

"Loan Agreement" has the meaning set forth in the Recitals.

"Material Adverse Effect" means a material adverse effect upon: (a) the business, operations, properties, assets, or condition (financial or otherwise) of the Borrowers, or (b) the ability of the Borrowers to perform the Secured Obligations in accordance with the terms of the Note Documents, or the ability of the Lender to enforce any of its rights or remedies with respect to the Secured Obligations, or (c) the Pledge Collateral or the Lender's Liens on the Pledge Collateral or the priority of such Liens.

"Maturity Date" has the meaning set forth in Section 2(b).

"**Merger**" has the meaning ~~ascribed to such term~~**set forth** in **Section 6**.

"**Note**" means this Secured Promissory Note, dated as of the date first written above, made by Borrower in favor of Lender~~.~~

~~"Note Documents" means this Note and the Pledge Agreement~~, as the same may be amended, **restated, amended and restated,** supplemented or otherwise modified from time to time.

"Note Documents" means this Note and the Pledge Agreement.

"**Party**" means any party to this Note.

"Payment Date" has the meaning set forth in Section 3.

"Permitted Liens" means any Liens (a) securing judgments for the payment of money, (b) created pursuant to the Pledge Agreement and (c) for taxes, assessments, or other governmental charges not yet due or payable or that are being contested in good faith by appropriate proceedings.

"**Person**" means any individual, partnership, joint venture, limited liability company, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

"**PIK Interest**" has the ~~meaning ascribed to such term~~**set forth** in **Section ~~2~~3**.

"Plan" has the meaning set forth in the Recitals.

"Pledge Agreement" means that certain Amended and Restated Pledge Agreement, between Parent and Lender, originally dated December 12, 2022, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the Effective Date.

"Pledge Collateral" has the meaning set forth in the Pledge Agreement.

"**Secured Obligations**" means the aggregate principal amount of the Loan, together with all accrued and unpaid interest thereon (as provided in **Section 3**) and any other amounts due and owing under ~~this~~**the** Note **Documents**.

"Subsidiary" means, with respect to any person, any entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which such Person owns or controls 50.1% or more of the outstanding voting securities.

"Subsidiary Borrower" has the meaning set forth in the Preamble.

"**Successor Borrower**" has the meaning ~~ascribed to such term~~**set forth** in **Section 6**.

"**Surviving Obligations**" has the meaning ~~ascribed to such term~~**set forth** in the Addendum ~~to this Pledge~~.

"Transactions" means the transactions contemplated by the Note Documents, the Plan and the Confirmation Order.

"UCC" has the meaning set forth in the Pledge Agreement.

2. Payments.

(a) ***Voluntary*. This Note may be redeemed, in whole or in part prior to the Maturity Date by Borrower, effective three Business Days after written notice of such redemption is given to Lender, by payment of the principal amount of the Note to be redeemed together with any interest accrued thereon through the date of redemption but not then capitalized; provided that each such redemption shall be in a minimum amount of $1,000,000 and integral multiples of**

$100,000 in excess of that amount (or such other denominations which may be acceptable to the Lender in its sole discretion).

(b) ***Mandatory.***

(i) ~~(a) Subject to Section 4 below, (i) on~~**On** September 16, 2024, Borrower shall repay the Loan in an aggregate principal amount of $15,000,000~~,~~**;** and

(ii) ~~(ii)~~ on December 31, 2026 **(the "Maturity Date")**, the then outstanding Secured Obligations shall be immediately due and payable in full.

~~(c)~~ ~~(b)~~ ***Payment Terms.*** All payments of the Secured Obligations shall be made in immediately available funds, in Dollars, to such account for payment as may be specified in writing by Lender from time to time. Amounts prepaid or repaid in respect of the Loan may not be reborrowed.

~~(c)~~ All payments of principal, interest and other amounts under this Note shall be made without offset, counterclaim or deduction of any kind for any reason**.**

3. Interest.

~~3.~~ **(a)** Interest~~. Interest~~ on the Loan shall be calculated at a rate equal to 6.75% per ~~cent. per~~ annum. Interest shall be paid in kind in arrears ~~in six month intervals~~**and capitalized semiannually** starting ~~with the first business day of the month following~~**on** the six month anniversary date of the Effective Date and continuing from such date in six month intervals **(each such date, a "Payment Date")** until the ~~Note~~**Loan** is paid in full ~~(or if any such day is not a Business Day, on the immediately following Business Day)~~ ("**PIK Interest**"). PIK Interest shall be added to the principal amount of the Note on ~~the applicable payment date~~**each Payment Date** and shall thereafter constitute principal for all purposes under this Note. Interest shall be computed on the basis of the actual number of days elapsed and a year of 360 days, and shall accrue on the outstanding and unpaid principal amount of the Loan for the period from and including the Effective Date ~~made~~ through the date **on which** the Loan is paid in full.

~~4. Voluntary Prepayments. Borrower shall have the right at any time and from time to time to prepay the principal or interest of the Loan in whole or in part, without premium or penalty.~~

(b) Upon the occurrence and during the continuation of an Event of Default, the outstanding Loan, including principal and PIK Interest thereon, shall bear interest at a rate per annum equal to the interest rate otherwise applicable to the Loan plus 2.0% per annum ("Default Interest"). All Default Interest shall be paid in kind in arrears and capitalized monthly on each Payment Date and shall be subject to the provisions of Section 3(a).

4. Conditions Precedent. This Note will be effective on the date (the "Effective Date") on which the Lender has received or waived receipt of the documents and other evidence set out in this Section 4, in form and substance satisfactory to it.

(a) ***Note Documents.*** **A counterpart of this Note and the Pledge Agreement, signed by each party to those Note Documents.**

(b) ***Fees and Expenses.*** **Evidence of the payment of all fees and expenses required to be paid or reimbursed as required under the Plan.**

(c) ***No Default or Event of Default*. After giving effect to the Transactions, no Default or Event of Default shall have occurred and be continuing on the Effective Date.**

(d) ***Representations and Warranties*. The representations and warranties in Section 5 shall be true and correct in all material respects on and as of the Effective Date (without duplication of any materiality qualifier contained therein).**

(e) ***Organizational Documents*. The operating documents of the Borrowers and long-form charters (or equivalent documents) of the Borrowers certified by the Secretary of State (or equivalent officer) of their jurisdiction of organization or formation and (to the extent applicable in such Borrower's jurisdiction of incorporation or formation) short-form good standing certificates of the Borrowers certified by the Secretary of State (or equivalent agency) of each other jurisdiction in which each Borrower is qualified to conduct business;**

(f) ***Officer's Certificate*. A certificate dated as of the Effective Date, signed by an authorized officer of Parent (on behalf of the Borrowers) with respect to each Borrower's (i) charter, (ii) operating documents and (iii) resolutions;**

(g) ***Closing Certificate*. A certificate dated as of the Effective Date, signed by an authorized officer of Parent (on behalf of the Borrowers), confirming compliance with the conditions precedent set forth in Sections 4(c) and 4(d);**

(h) ***UCC*. A UCC continuation statement for Parent in respect of the Pledge Collateral.**

(i) ***Confirmation Order*. All conditions precedent to the effectiveness of the Plan shall have been met or waived as provided in the Plan.**

5. **Representations and Warranties**. Borrower represents and warrants to Lender that **as of the Effective Date pursuant to the Plan and the Confirmation Order**:

(a) ***Corporate Status; Compliance with Law*.**

(i) ~~(a)~~ **Each** Borrower is **a corporation, partnership, limited partnership or limited liability company (or equivalent entity in its jurisdiction of formation)** duly organized~~,~~ **and** validly existing and in good standing under the laws of its **applicable** jurisdiction of ~~organization.~~ **incorporation or formation;**

(ii) **After giving effect to the Transactions as of the Effective Date, Parent (A) owns the Pledge Collateral, free of all Liens, other than Permitted Liens, and (B) has the legal right to own, pledge, mortgage or otherwise encumber the Pledge Collateral as security for the Secured Obligations;**

(iii) **Each Borrower is duly qualified to conduct business and (to the extent applicable in such Borrower's jurisdiction of incorporation or formation) is in good standing in all jurisdictions in which the nature of its business or its ownership or lease of properties requires such qualifications where failure to be so qualified is reasonably expected to have a Material Adverse Effect;**

(iv) **Each** Borrower has the requisite **corporate, partnership or company** power and authority to ~~own, lease and operate its properties and assets, to carry on~~**conduct** its business as ~~presently conducted~~**now** and ~~as~~ proposed to be conducted~~, to execute and~~

~~deliver the Note Documents and to perform its respective obligations thereunder.~~ and the legal right to own, pledge, mortgage or otherwise encumber and operate its properties, except, in each case, to the extent the failure to have such right is not reasonably expected to have a Material Adverse Effect;

(v) Each Borrower has (and no Borrower is in default under) all material licenses, permits, certifications, consents or approvals from or by, and has made all material filings with, and has given all material notices to, all Governmental Authorities having jurisdiction over such Borrower, in each case to the extent required for such ownership, operation and conduct, except where the failure to satisfy the foregoing, individually or in the aggregate, is not reasonably expected to have a Material Adverse Effect;

(vi) Each Borrower is in compliance with its organizational documents in all material respects; and

(vii) After giving effect to the Transactions as of the Effective Date, each Borrower is in compliance with all Laws to which it is subject, except where failure to comply could not be expected to have a Material Adverse Effect.

(b) ~~All action on the part of Borrower and its directors, officers and stockholders (or equivalent) necessary for the authorization,~~*Organizational Power, Authorization, Enforceable Obligations, Consents*. The execution ~~and~~, delivery and performance of the Note Documents ~~by Borrower and the performance of all of Borrower's obligations under the Note Documents, has been taken.~~ to which it is party pursuant to the Plan and the Confirmation Order:

(i) are within such Borrower's corporate, partnership, limited partnership or limited liability company power and do not contravene any provision of such Borrower's organizational documents;

(ii) have been duly authorized by all necessary or proper action of each Borrower;

(iii) will not result in the creation or imposition of any Lien upon the Pledge Collateral, other than Permitted Liens;

(iv) do not violate (A) any Laws or regulations to which any Borrower is subject, the violation of which would be reasonably expected to have a Material Adverse Effect, (B) any order, injunction, judgment, decree or writ of any Governmental Authority to which any Borrower is subject, or (C) any contract or agreement or require the consent or approval of any other Person which has not already been obtained;

(v) do not conflict with, or result in the breach or termination or, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture mortgage, deed of trust, lease or agreement or other instrument, in each case, in respect of material Funded Indebtedness to which any Borrower is a party or by which any of its property is bound; and

(vi) ~~(c)~~ The individual or individuals executing the Note Documents~~, when~~ on its behalf are duly authorized to do so. Each Note Document has been duly executed and delivered ~~by~~on behalf of each Borrower~~, shall~~ party thereto. Each Note Document upon execution will constitute, a legal, valid and binding ~~obligations of~~obligation of each

Borrower party thereto, enforceable against each such Borrower in accordance with ~~their respective terms, except as limited by laws of general application relating to~~its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium~~, fraudulent conveyance or~~ or similar laws affecting the enforcement of creditors' rights generally~~, and as limited by rules of law governing specific performance, injunctive relief or other equitable remedies~~ and by general equitable principles ~~of equity and public policy~~(whether enforcement is sought by proceedings in equity or at law).

(c) **[reserved]**

(d) ***Material Adverse Effect.*** **No event, change, condition, development, effect, circumstance, matter or other occurrence, individually or in the aggregate, that has had or is reasonably expected have, a Material Adverse Effect has occurred as of, and after giving effect to the Transactions as of, the Effective Date.**

(e) ***Actions Before Governmental Authorities.*** **After giving effect to the Transactions as of the Effective Date, there are no actions, investigations, suits or proceedings at law or in equity or by or before any Governmental Authority now pending, or, to the actual knowledge (without inquiry) of the Borrower, threatened against or affecting any Borrower or its respective property, before any Governmental Authority or before any arbitrator or panel of arbitrators, in each case, that is reasonably expected to have a Material Adverse Effect.**

(f) ***Laws.*** **After giving effect to the Transactions as of the Effective Date, no Borrower is in violation of any law, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, in each case where such violation or default is reasonably expected to have a Material Adverse Effect.**

(g) ***Security Documents.*** **(i) The Pledge Agreement is effective to create in favor of the Lender a legal, valid and enforceable security interest in the Pledge Collateral (subject to (A) applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law and (B) any filings, notices and registrations and other perfection requirements necessary to create or perfect the Liens on the Pledge Collateral granted by Parent in favor of the Lender (which filings or recordings shall be made to the extent required by any Note Document)), and (ii) in the case of any Pledge Collateral that are securities represented by stock certificates (if any) or otherwise constituting certificated securities within the meaning of Section 8-102(a)(4) of the UCC, when certificates representing such Pledge Collateral are delivered to the Lender, the Lender shall have a fully perfected Lien on, and security interest in, all right, title and interest of Parent in the Pledge Collateral as security for the Secured Obligations, in each case prior and superior in right to the Lien of any other Person.**

6. Covenants.

(a) ~~6.~~ *Existence*. Each Borrower will at all times preserve and keep in full force and effect its existence *provided* that any Borrower may merge, amalgamate or consolidate with or into any other Borrower (each, a "**Merger**")**;** *provided* that ~~the Person formed by or surviving any~~ such Merger~~, ("Successor Borrower") (a) shall be,~~ **shall not adversely affect (x) the Lender's rights under the Note Documents or the Lender's Liens on the Pledge Collateral, or (y) Parent's rights title and interest in the Pledge Collateral;** ***provided*** **further that:**

(i) **the Person formed by or surviving any such Merger ("Successor Borrower") shall:**

(1) to the extent involving a Borrower constituted under the laws of ~~(i)~~ any jurisdiction in the United States of America, **be** an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof~~, or~~ **; and**

(2) ~~**(ii) [Brazil, an entity organized or existing under the laws of Brazil][1], (b) shall**~~ expressly assume all the obligations of a Borrower under this Note pursuant to a joinder hereto~~,~~ **;**

(ii) ~~**(c)**~~ each other Borrower, unless it is the other party to such Merger, shall have, by a supplement to this Note, confirmed that its Secured Obligations shall apply to Successor Borrower's obligations under this Note~~,~~ **;**

(iii) ~~**(d) the**~~ Parent, unless it is the other party to such Merger, shall have, by a supplement to the Pledge Agreement, affirmed that its obligations hereunder shall apply to the Pledge Agreement as reaffirmed pursuant to **Section 6(**~~e~~**a)**~~,~~**(ii);** and

(iv) ~~**(e)**~~ Successor Borrower shall have delivered to Lender an officer's certificate stating that such Merger and such supplements preserve the enforceability of the Secured Obligations.

(b) ***Compliance with Organizational Documents*. Parent shall, and shall cause the Issuer to, comply in all material respects with the terms of their respective organizational documents in each case except to the extent any failure to comply does not adversely affect, and could not reasonably be expected to adversely affect, the rights and interests of the Lender under the Note Documents.**

(c) ***Collateral; Liens Generally*.**

(i) **Parent shall (A) at all times keep the Pledge Collateral free and clear from, and shall not create, incur, assume or permit to exist, any legal process or Liens whatsoever, (B) give the Lender prompt written notice of any legal process affecting the Pledge Collateral or any Liens attaching to the Pledge Collateral, and (C) protect and defend its title to the Pledge Collateral from and against all Persons claiming any interest adverse to Parent, in each case other than Permitted Liens.**

(ii) **Parent shall not, (A) become a party to any agreement, note, indenture or instrument, or take any other action, which would restrict (x) the incurrence of any indebtedness or Liens under the Note Documents, or (y) the payment of any Funded Indebtedness under the Note Documents, in each case, other than the Exit Loan Agreement, or (B) become a party to any agreement, note, indenture or instrument, or take any other action, which would actually or effectively subordinate the Lender's Lien in the Pledge Collateral in any way.**

(d) ***Corporate Changes*. Borrower shall provide written notice to Lender (i) of a change its corporate name, legal form or jurisdiction of formation with at least 10 days' before such change, and (ii) if it relocates its chief executive office or its principal place of business.**

~~[1] NTD: relevant jurisdictions to be confirmed.~~

(e) ***Transfers*. Parent shall not, voluntarily or involuntarily make any transfer, sell, lease, license, lend, dispose of or in any other manner convey any equitable, beneficial or legal interest in any Pledge Collateral other than (i) Permitted Liens, and (ii) subject to the provisions of Section 6(a), pursuant to a Merger.**

(f) ***Notice of Default*. The Borrowers shall notify the Lender promptly in writing via email pursuant to Section 9(g) after any Borrower acquires knowledge of any Default or Event of Default.**

(g) ***Further Assurances*. Parent shall from time to time (a) execute, deliver and file, alone or with the Lender, any UCC financing statements to perfect the Lender's Lien on the Pledge Collateral, and (b) procure any instruments or documents as may be reasonably requested by the Lender, and take all further action that may be necessary, or that the Lender may reasonably request, to perfect and protect the Liens granted under the Pledge Agreement. In addition, and for such purposes only, Parent hereby authorizes the Lender to execute and deliver on its behalf and to file such financing statements, either in the Lender's name or in the name of the Lender as agent and attorney-in-fact for Parent.**

7. **Events of Default**. If any of the following events (each, an "**Event of Default**") occurs:

(a) ***Payments*. The** Borrower ~~**shall fail**~~**fails** to pay **(i)** any principal~~,~~ **within three Business Days of its due date, (ii) any** interest ~~**or**~~**under this Note within three Business Days of its due date, or (iii) any** other amount payable ~~**hereunder on the applicable**~~**under the Note Documents within 14 days of its** due date ~~**and such failure continues for five (5) Business Days following such failure to pay**~~;

(b) ~~**any**~~***Representations*. Any** representation, warranty or statement made or deemed made by **the** Borrower in any Note Document shall ~~**prove to be**~~**have been** untrue **or incorrect** in any material respect ~~**on the date as of which**~~**when** made or deemed made ~~**or confirmed,**~~ and, to the extent capable of being cured, such incorrect representation or warranty shall remain incorrect for a period of 30 days after **the earlier of (i) the date of receipt of** written notice thereof from Lender to Parent**, and (ii) the date on which any Borrower becomes aware of such representation, warranty or statement being untrue or incorrect in any material respect**;

(c) ***Covenants*. Breach or** default in the due performance or observance by Borrower of any term, covenant or agreement contained in any Note Document **(other than under Section 7(a))** and such default shall continue unremedied for a period of ~~**at least**~~**more than** 30 days after **the earlier of (i) the date of** receipt of written notice thereof from Lender to Parent**, and (ii) the date on which any Borrower becomes aware of such breach or default**;

(d) ~~**any**~~***Other Obligations*. Any** "Event of Default" (however described) occurs with respect to Funded Indebtedness with an outstanding aggregate principal amount individually or in the aggregate in excess of $50,000,000 ("**Threshold Indebtedness**") ~~**resulting in**~~**and the principal amount of any** such Threshold Indebtedness ~~**being**~~**has been** declared due and payable **or otherwise is (or has become) due and payable**;

(e) ***Insolvency*. Other than in relation to the Cases:**

(i) ~~**(c)**~~ **any** Borrower shall ~~**(i) voluntarily terminate operations or apply for or consent to the**~~**commence any case, proceeding or other action (A) under any Bankruptcy Law, seeking to have an order for relief entered with respect to it, or seeking to adjudicate**

it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of~~, or the taking of possession by,~~ a receiver, trustee, custodian, ~~trustee or liquidator of Borrower or of all or a~~conservator, judicial manager or other similar official for it or for all or any substantial part of ~~the~~its assets~~of~~, or any Borrower~~, (ii)~~ shall make a general assignment for the benefit of its creditors~~, (iii) commence a voluntary case under the Federal Bankruptcy Code, or (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts;~~; or

~~(f) without Borrower's application, approval or consent, a proceeding shall be commenced, in any court of competent jurisdiction, seeking in respect of Borrower: the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the appointment of a trustee, receiver, liquidator or the like relief in respect of Borrower or all or any substantial part of the assets of Borrower, or other like relief in respect of Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; and, if the proceeding is being contested in good faith by Borrower, the same shall continue undismissed, or unstayed and in effect for any period of ninety (90) consecutive days, or an order for relief against Borrower shall be entered in any case under the Federal Bankruptcy Code or applicable bankruptcy laws; or~~

~~(g) the Pledge Agreement or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof or as a result of acts or omissions of Lender) or any Borrower shall deny or disaffirm in writing Parent's obligations under the Pledge Agreement,~~

(ii) there shall be commenced against any Borrower any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or

(iii) there shall be commenced against any Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or

(iv) any Borrower shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (i), (ii) or (iii) above; or

(v) any Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, subject to applicable grace periods, if any;

(f) ***Invalidity***. Any material provision of any Note Document shall for any reason cease to be valid, binding and enforceable in accordance with its terms (or any Borrower shall challenge in writing the enforceability of any Note Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Note Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms), or any Lien created under the Pledge Agreement shall cease to be a valid and perfected

Lien (except as otherwise permitted herein or therein) in any material portion of the Pledge Collateral purported to be covered thereby, except to the extent that any such loss of perfection or priority results from any action or inaction of the Lender;

(g) *Attachments; Judgments*. If

(i) any portion of the Pledge Collateral is seized;

(ii) either (A) a levy or levies are filed against any portion of the Pledge Collateral in an amount, individually or in the aggregate, of at least $1,000,000, or (B) any portion of the Pledge Collateral is attached, and, in each case, the same are not, within one hundred eighty (180) days after the occurrence thereof, vacated, discharged or stayed (whether through the posting of a bond or otherwise), in each case unless such action (A) is being contested in good faith and by appropriate proceedings diligently conducted, or (B) would otherwise constitute a Permitted Lien; or

(iii) a judgment or judgments is/are entered for the payment of money, individually or in the aggregate, of at least $50,000,000 and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of one hundred eighty (180) days (unless covered by insurance as to which a third party insurance company has been notified and not denied coverage); and

(h) *Note Documents*. If (i) any Borrower or any Person acting on behalf of such Borrower shall contest in any manner the validity, binding nature or enforceability of any Note Document, (ii) the obligations of any Borrower under any Note Document are not or shall cease to be (or any Person acting on behalf of any Borrower shall assert in writing that they are not) legal, valid, binding and enforceable in accordance with the terms of such Note Document, or (iii) the Pledge Agreement is not or shall cease to be in full force and effect (other than by reason of the express release thereof in accordance with the terms of the Note Documents) or any Person acting on behalf of any Borrower shall so assert in writing or any security interest purported to be created by the Pledge Agreement shall cease to be, or shall be asserted in writing by any Borrower or any Person acting on behalf of such Borrower not to be, a valid, perfected, security interest in any portion of the Pledge Collateral covered thereby,

then, at any time thereafter while such Event of Default is continuing, Lender, by written notice to Borrower, may declare the entire unpaid principal amount of this Note, together with all accrued, unpaid and uncapitalized interest thereon, to be due and payable immediately.

8. **Security Interest**. ~~**This Note is secured under that certain Amended and Restated**~~**As security for the full, prompt and complete payment and performance when due of the Secured Obligations, Parent has granted to the Lender a first-priority security interest in the Pledge Collateral pursuant to the** Pledge Agreement ~~**(the "Amended and Restated Pledge Agreement") of even date herewith between Parent and Lender**~~. Reference is hereby made to the ~~**Amended and Restated**~~ Pledge Agreement for a description of the nature and extent of the security for this Note and the rights with respect to such security of the ~~**holder of this Note**~~**Lender**.

9. **Miscellaneous**.

~~**(a) This Note shall be binding and inure to the benefit of Lender, all future holders of this Note and their respective successors and permitted assigns. No Party may assign or**~~

~~otherwise transfer any of its obligations under this Note without the prior written consent of each other Party.~~

(a) ***Assignment by the Company; Assignment by Lender.*** **Neither any Note Document nor any of the rights, interests or obligations hereunder or thereunder may be assigned, by operation of law or otherwise, in whole or in part, by Borrower without the prior written consent of Lender. Lender will not assign, by operation of law or otherwise, any Note Document or any of its rights, interests or obligations hereunder or thereunder without the prior written consent of Parent, except to a wholly owned Subsidiary of DSM-Firmenich AG.**

(b) *No* ***Waiver.*** **No** failure or omission on the part of Lender to exercise, and no course of dealing with respect to or delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise by Lender of any right, power or remedy ~~hereunder of any right, power or remedy hereunder~~**under any Note Document**, nor any abandonment or discontinuance by Lender of steps to enforce any such right, power or remedy, shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(c) ***Waivers and Amendments.*** No amendment or waiver of any of the provisions of this Note shall (i) be effective unless it is in writing and signed by ~~the~~**each** Party ~~to be bound thereby~~, (ii) constitute a waiver of any other provision of this Note, whether or not similar, or (iii) constitute a continuing waiver unless otherwise expressly provided in writing and signed by ~~the~~**each** Party ~~to be bound thereby.~~**. The** Borrower waives presentment, demand for payment, notice of dishonor, protest and notice of protest, and any or all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

(d) ***Governing Law and Venue.*** **THIS NOTE AND THE OTHER NOTE DOCUMENTS AND ANY AND ALL ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS NOTE AND THE OTHER NOTE DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK. EACH BORROWER HERBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE BROUGHT IN THE STATE COURTS AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

(e) ***Dispute Resolution.*** Any dispute, controversy or claim arising out of or relating to ~~this~~**any** Note **Document** or the subject matter hereof or thereof, including, but not limited to, any contractual, pre-contractual or noncontractual rights, obligations or liabilities and any question or dispute regarding the existence, validity, formation, effect, interpretation, performance, breach, termination or invalidity hereof or thereof (a "**Dispute**"), shall be finally settled by arbitration. Any arbitration initiated in connection with this **Section 9(e)** shall be conducted by the New York office of the American Arbitration Association ("**AAA**") in accordance with AAA Commercial Rules in effect at the time of applying for arbitration ("**AAA Rules**"), except as the AAA Rules conflict with the provisions of this **Section 9(e)**, in which event the provisions of this **Section 9(e)** shall control. The arbitration tribunal shall consist of three ~~(3)~~ arbitrators, one ~~(1)~~ to be appointed by the claimant, one ~~(1)~~ to be appointed by the respondent and the two ~~(2)~~ arbitrators so appointed shall jointly appoint the third arbitrator. The tribunal shall decide any dispute submitted by the Parties strictly in accordance with the substantive law of the

state of New York and shall not apply any other substantive law. Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the tribunal already appointed to hear the existing Dispute(s). The arbitration award shall be final, conclusive and binding on each party as from the date rendered. Judgment upon any arbitration award may be entered and enforced in any court having jurisdiction over a party or any of its assets.

(f) ***Expense Reimbursement.*** **The Borrowers promise to pay any and all reasonable documented out of pocket attorneys' and other reasonable documented out of pocket professionals' fees and expenses incurred by the Lender after the Effective Date in connection with or related to: (a) the Note; (b) the administration, collection, or enforcement of the Note Documents; (c) the amendment or modification of the Note Documents; (d) any waiver, consent, release, or termination under the Note Documents; (e) the enforcement, collection or protection of the Lender's rights in connection with the Note Documents, including the protection, preservation, sale, lease, liquidation, or disposition of Pledge Collateral or the exercise of remedies with respect to the Pledge Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to the Borrowers or the Pledge Collateral, and any appeal or review thereof; (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to the Borrowers or the Pledge Collateral, the Note Documents, including representing the Lender in any adversary proceeding or contested matter commenced or continued by or on behalf of any Borrower's estate, and any appeal or review thereof.**

(g) ~~(f)~~ ***Notices.*** All notices or other communications required or permitted hereunder shall be in writing and shall be considered to be given and received in all respects (i) when personally delivered, (ii) when delivered via reputable overnight courier service, (iii) on the first Business Day after transmission if sent by electronic mail, or (iv) four ~~(4)~~ days after deposited in the U.S. mail, certified or registered mail, return receipt requested, and in each case addressed to ~~the~~**a** Party as follows:

Notice to Lender:
~~**DSM FINANCE B.V.**~~
~~**Attention: Michael Wahl and Vivian Huang**~~
DSM FINANCE B.V.
Het Overloon 1~~,~~
6411 TE Heerlen~~,~~
The Netherlands
Attention: Michael Wahl and Vivian Huang
Email: Michael.Wahl@dsm.com and
vivian.huang@dsm.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Shaun Hartley and Noah A. Weiss
Email: Shaun.Hartley@lw.com and Noah.Weiss@lw.com

~~**330 North Wabash Avenue, Suite 2800**~~
~~**Chicago, IL 60611**~~

~~Attention: Shaun Hartley and Noah A. Weiss~~
Notice to Borrower:

~~Email: Shaun.Hartley@lw.com and Noah.Weiss@lw.com~~

~~Notice to Borrower:~~
AMYRIS, INC.
Attention: ~~Chief Legal Officer~~**General Counsel**
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450-0761
Email:
~~chieflegalofficer~~**generalcounsel**@amyris.com
~~with a copy (which shall not constitute notice) to:~~
~~GOODWIN PROCTER LLP~~
~~Three Embarcadero Center 28th floor,~~
~~San Francisco, CA 94111~~
~~Attn: Jon Novotny~~
~~Phone: (415) 733 6181~~
~~Email: jnovotny@goodwinlaw.com~~

with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP
Three Embarcadero Center 28th Floor
San Francisco, CA 94111
Attention: Jon Novotny
Phone: (415) 733 6181
Email: jnovotny@goodwinlaw.com

A Party may change its address for notices and other communications hereunder by giving notice to each other Party in accordance with this **Section 9(g)**.

(h) ***Indemnity.*** **The Borrowers shall indemnify Lender and its officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "Indemnified Person"), and hold each Indemnified Person harmless, from and against any and all losses, claims, costs, expenses, damages and liabilities, including reasonable documented out of pocket attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal), that may be incurred by or asserted against any Indemnified Person in connection with any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory and regardless whether any Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrower or any of its affiliates) (collectively, "Liabilities"), arising out of, in connection with, or as a result of: (a) the execution, delivery and administration of this Note and the other Note Documents, and the performance (or non-performance) by the parties to the Note Documents of their respective obligations thereunder, or (b) the disposition or utilization of the Pledge Collateral or the exercise by the Lender of any default-related rights and remedies in respect of the Pledge**

Collateral or otherwise under the Note Documents, excluding, in all cases, Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable judgment. The Borrower agrees to pay, and to save the Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of the Lender) that may be payable or determined to be payable with respect to any of the Pledge Collateral or this Note. To the fullest extent permitted by applicable Laws, no Party hereto shall assert and each, hereby waives, any claim for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) or any loss of profits arising out of, in connection with, or as a result of any Note Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby. All amounts due under this Section 9(h) shall be paid within 30 days after written demand therefor. This Section 9(h) shall survive the termination of this Note and the repayment of all Secured Obligations until all statutes of limitation with respect to the claims, losses, and expenses for which indemnity is given shall have run.

(i) ~~(g)~~ ***Severability.*** If any provision of this Note shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be illegal, invalid, or unenforceable, and such illegality, invalidity, or unenforceability shall have no effect upon and shall not impair the enforceability of any other provision of this Note.

(j) ~~(h)~~ ***Lost, Stolen, Destroyed or Mutilated Note.*** Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of this Note, and in case of any such loss, theft or destruction, upon delivery of any customary indemnity agreement reasonably satisfactory to Borrower, or in any case of any such mutilation, upon surrender and cancellation of this Note, Borrower will, within five ~~(5)~~ Business Days, issue and deliver a new Note of like tenor in an amount equal to the amount of such lost, stolen or mutilated Note.

(k) ~~(i)~~ ***Rescission of Payments.*** If at any time any payment made by Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

(l) ~~(j)~~ ***Usury.*** If any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

(m) ~~(k)~~ ***Further Assurances.*** Each Party agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership, personal or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Note.

(n) ~~(l)~~ ***Multiple Borrower Terms.*** Each Borrower agrees to the terms and conditions set forth on the Addendum ~~to this Note~~.

(o) ***Entire Agreement.*** **The Note Documents, the Plan and the Confirmation Order constitute the full and entire understanding and agreement between the Parties relating to**

the subject matter hereof and thereof and supersede any previous written or verbal agreements between the Parties with regard to the subject matter hereof and thereof.

(p) ~~(m)~~ ***Headings; Interpretation.*** In this Note, (i) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this Note, (ii) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" **or "but not limited to" or words of similar import**, and (iii) all references to ~~**sections, paragraphs, exhibits and schedules**~~**the Preamble, the Addendum, Sections, Paragraphs, Exhibits and Schedules** shall, unless otherwise provided, refer to **the Preamble,** sections and paragraphs hereof and **addenda,** exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

(q) ***Counterparts*. This Note may be executed in two or more counterparts, all of which taken together shall constitute one instrument. Any signature to this Note may be delivered by electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each Party represents and warrants that it has the corporate capacity and authority to execute this Note through electronic means and there are no restrictions for doing so in its organizational documents.**

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Note, intending to be legally bound hereby as of the date first written above.

PARENT:

~~**PARENT:**~~
AMYRIS, INC.

By: _____
Name: **Han Kieftenbeld**
~~**Title:**~~
~~**SUBSIDIARY BORROWERS[2]:**~~
Title: Interim Chief Executive Officer and Chief Financial Officer

SUBSIDIARY BORROWERS:

AB TECHNOLOGIES LLC

By: _____
Name: Han Kieftenbeld
Title: Chief Financial Officer

APRINNOVA, LLC

By: _____
Name: Han Kieftenbeld
Title: Chief Financial Officer

AMYRIS BIOTECNOLOGIA DO BRASIL LTDA.

By: _____
Name: Daniel Garcia Moreira
Title: Director

By: _____
Name: Claudia Marina Nohara

~~**[2] NTD: list of subsidiary borrowers to be confirmed**~~

Title: Director

ACKNOWLEDGED AND AGREED:

LENDER:

DSM FINANCE B.V.

By:_____
Name:
Title:

=
=
=

Addendum
~~**Addendum**~~

Multiple Borrower Terms

(a) **Borrower's Agent.** Each Borrower hereby irrevocably appoints Parent as its agent, attorney-in-fact and legal representative for all purposes. Lender may rely, and shall be fully protected in relying, on any notice or communication made or given by the Parent, whether in its own name or on behalf of one or more of the other Borrowers and Lender shall not have any obligation to make any inquiry or request any confirmation from or on behalf of any other Borrower as to the binding effect on it of any such request, instruction, report, information, other notice or communication, nor shall the joint and several character of **the** Borrowers' obligations hereunder be affected thereby.

(b) **Waivers.** Each Borrower hereby agrees that it is jointly and severally liable for the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of all Secured Obligations owed or hereafter owing to Lender by each other Borrower. Each Borrower hereby waives with respect to the Secured Obligations incurred by any other Borrower ~~**any right to require Lender to institute suit against, or to exhaust its rights and remedies against, such other Borrower or any other Person, or to proceed against any property of any kind which secures all or any part of the Secured Obligations, or to exercise any right of offset or other right with respect to any reserves, credits or deposit accounts held by or maintained with Lender or any indebtedness of Lender to such other Borrower, or to exercise any other right or power, or pursue any other remedy Lender may have**~~

~~**(c) Each Borrower hereby waives with respect to the Secured Obligations incurred by any other Borrower**~~: (i) any right to require Lender to institute suit against, or to exhaust its rights and remedies against, such other Borrower or any other Person, or to proceed against any property of any kind which secures all or any part of the Secured Obligations, or to exercise any right of offset or other right with respect to any reserves, credits or deposit accounts held by or maintained with Lender or any indebtedness of Lender to such other Borrower, or to exercise any other right or power, or pursue any other remedy Lender may have; (ii) any defense arising by reason of any disability or other defense of such other Borrower or any guarantor or any endorser, co-maker or other Person, or by reason of the cessation from any cause whatsoever of any liability of such other Borrower or any guarantor or any endorser, co-maker or other Person, with respect to all or any part of the Secured Obligations, or by reason of any act or omission of Lender or others which directly or indirectly results in the discharge or release of such other Borrower or any guarantor or any other Person or any Secured Obligations or any security therefor, whether by operation of law or otherwise; (iii) any defense arising by reason of any failure of Lender to obtain, perfect, maintain or keep in force any lien on, any property of any Borrower or any other Person; (iv) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against such other Borrower or any guarantor or any endorser, co-maker or other Person, including without limitation any discharge of, or bar against collecting, any of the Secured Obligations (including without limitation any interest thereon), in or as a result of any such proceeding. Until all of the Secured Obligations have been paid and discharged in full (other than Secured Obligations that are inchoate indemnity obligations, inchoate reimbursement obligations and/or other obligations which, by their terms, are to survive the termination of the Note Documents ("**Surviving Obligations**")), nothing shall discharge or

satisfy the liability of any Borrower hereunder except the full performance and payment of all of the Secured Obligations (other than Surviving Obligations). If any claim is ever made upon Lender for repayment or recovery of any amount or amounts received by Lender in payment of or on account of any of the Secured Obligations, because of any claim that any such payment constituted a preferential transfer or fraudulent conveyance, or for any other reason whatsoever, and Lender repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property, or by reason of any settlement or compromise of any such claim effected by Lender with any such claimant (including without limitation the any other Borrower), then and in any such event, each Borrower agrees that any such judgment, decree, order, settlement and compromise shall be binding upon such Borrower, notwithstanding any revocation or release of this Note or the cancellation of any note or other instrument evidencing any of the Secured Obligations, or any release of any of the Secured Obligations, and each Borrower shall be and remain liable to Lender under this Note for the amount so repaid or recovered, to the same extent as if such amount had never originally been received by Lender, and the provisions of this sentence shall survive, and continue in effect, notwithstanding any revocation or release of this Note. Each Borrower hereby expressly and unconditionally waives all rights of subrogation, reimbursement and indemnity of every kind against any other Borrower, and all rights of recourse to any assets or property of any other Borrower, and all rights to any collateral or security held for the payment and performance of any Secured Obligations, including (but not limited to) any of the foregoing rights which Borrower may have under any present or future document or agreement with any other Borrower or other Person, and including (but not limited to) any of the foregoing rights which any Borrower may have under any equitable doctrine of subrogation, implied contract, or unjust enrichment, or any other equitable or legal doctrine.

(c) ~~**(d)**~~ **Consents.** Each Borrower hereby consents and agrees that, without notice to or by Borrower (except any notices expressly required by the Note Documents) and without affecting or impairing in any way the obligations or liability of Borrower hereunder, Lender may, from time to time before or after revocation of this Note, do any one or more of the following in its sole and absolute discretion: (i) accept partial payments of, compromise or settle, renew, extend the time for the payment, discharge, or performance of, refuse to enforce, and release all or any parties to, any or all of the Secured Obligations; (ii) grant any other indulgence to any Borrower or any other Person in respect of any or all of the Secured Obligations or any other matter; (iii) accept, release, waive, surrender, enforce, exchange, modify, impair, or extend the time for the performance, discharge, or payment of, any and all property of any kind securing any or all of the Secured Obligations or any guaranty of any or all of the Secured Obligations, or on which Lender at any time may have a Lien, or refuse to enforce its rights or make any compromise or settlement or agreement therefor in respect of any or all of such property; (iv) substitute or add, or take any action or omit to take any action which results in the release of, any one or more other Borrowers or any endorsers or guarantors of all or any part of the Secured Obligations, including, without limitation one or more Parties, regardless of any destruction or impairment of any right of contribution or other right of Borrower; (v) apply any sums received in respect of the Secured Obligations from any other Borrower, any guarantor, endorser, or co-signer, or from the disposition of any Pledge Collateral ~~**(as defined in the Pledge Agreement)**~~ or security, to the Secured Obligations that are then due and payable. Each Borrower consents and agrees that Lender shall be under no obligation to marshal any assets in favor of Borrower, or against or in payment of any or all of the Secured Obligations. Each Borrower further consents and agrees that Lender shall have no duties or responsibilities whatsoever with respect to any property securing any or all of the Secured Obligations. Without limiting the generality of the foregoing, Lender shall have no obligation to monitor, verify, audit,

examine, or obtain or maintain any insurance with respect to, any property securing any or all of the Secured Obligations.

(d) ~~(c)~~ **Independent Liability.** Each Borrower hereby agrees that one or more successive or concurrent actions may be brought hereon against such Borrower, in the same action in which any other Borrower may be sued or in separate actions, as often as deemed advisable by Lender. Each Borrower is fully aware of the financial condition of each other Borrower and is executing and delivering this Note based solely upon its own independent investigation of all matters pertinent hereto, and such Borrower is not relying in any manner upon any representation or statement of Lender with respect thereto. Each Borrower represents and warrants that it is in a position to obtain, and each Borrower hereby assumes full responsibility for obtaining, any additional information concerning any other Borrower's financial condition and any other matter pertinent hereto as such Borrower may desire, and such Borrower is not relying upon or expecting Lender to furnish to it any information now or hereafter in Lender's possession concerning the same or any other matter.

EXHIBIT G

(DSM PLAN PROMISSORY NOTE PLEDGE AGREEMENT)

AMENDED AND RESTATED PLEDGE AGREEMENT

between

Amyris, Inc.

and

DSM Finance B.V., in its capacity as lender

Originally dated December 12, 2022, as amended and restated on May 7, 2024

TABLE OF CONTENTS

Page

SECTION 1. DEFINED TERMS 1

1.1 Definitions 1
1.2 Other Definitional Provisions 3

SECTION 2. GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER PLEDGE COLLATERAL 4

SECTION 3. REPRESENTATIONS AND WARRANTIES 4

3.1 [Reserved] 5
3.2 No Other Liens 5
3.3 Valid, Perfected First Priority Liens 5
3.4 Name; Jurisdiction of Organization, Etc 5
3.5 Pledged Equity Interests 5

SECTION 4. COVENANTS 6

4.1 [Reserved]. 6
4.2 Delivery and Control of Pledged Equity Interests. 6
4.3 Maintenance of Perfected Security Interest; Further Documentation 6
4.4 Notices 7
4.5 Pledged Equity Interests 7
4.6 Voting and Other Rights with Respect to Pledged Equity Interests. 7

SECTION 5. REMEDIAL PROVISIONS 8

5.1 Proceeds to be Turned Over To Lender 8
5.2 Application of Proceeds 8
5.3 Code and Other Remedies 9
5.4 Effect of Securities Laws 10
5.5 Deficiency 10

SECTION 6. POWER OF ATTORNEY AND FURTHER ASSURANCES 10

6.1 Lender's Appointment as Attorney-in-Fact, Etc 10
6.2 Authorization of Financing Statements 12
6.3 Further Assurances 12

SECTION 7. LIEN ABSOLUTE; WAIVER OF SURETYSHIP DEFENSES 12

7.1 Lien Absolute, Waivers 12

SECTION 8. THE LENDER 14

8.1 [Reserved] 14
8.2 Duty of Lender 14
8.3 [Reserved] 14
8.4 Delegation of Duties 14

SECTION 9. MISCELLANEOUS 15

9.1 Amendments in Writing 15
9.2 Notices 15
9.3 No Waiver by Course of Conduct; Cumulative Remedies 15
9.4 Expense Reimbursement; Indemnification 15
9.5 Successors and Assigns 15
9.6 Set-Off 15
9.7 Counterparts 16
9.8 Severability 16
9.9 Integration/Conflict 16
9.10 GOVERNING LAW AND VENUE 16
9.11 Arbitration 16
9.12 Acknowledgments 17
9.13 Releases 17

SCHEDULE 1 DESCRIPTION OF PLEDGED EQUITY INTERESTS 1-1
SCHEDULE 2 FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS 2-1
SCHEDULE 3 PLEDGOR'S EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE 3-1
SCHEDULE 4 NOTICE ADDRESS OF THE PLEDGOR 4-1

AMENDED AND RESTATED PLEDGE AGREEMENT, originally dated as of December 12, 2022 and as amended and restated on May 7, 2024 between AMYRIS, INC., a Delaware corporation (together with its successors and assigns, the "**Pledgor**") and DSM FINANCE B.V., a Netherlands private company with limited liability, in its capacity as lender (in such capacity and together with its successors and permitted assigns, the "**Lender**").

WHEREAS, the Pledgor and the Lender entered into that certain Loan and Security Agreement on or about October 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Pledgor and the Lender entered into this Agreement on December 12, 2022 (the "**Original Pledge Agreement**") to create Liens over the Pledged Collateral as security for the Secured Obligations (as defined therein);

WHEREAS, on August 9, 2023, the Pledgor and certain of its Subsidiaries filed voluntary petitions with the Bankruptcy Court initiating their respective Cases and continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the Cases, the Debtors filed the Plan with the Bankruptcy Court on January 23, 2024;

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the Effective Date (as defined in the Plan) occurred;

WHEREAS, pursuant to the Plan, the Pledgor and the Lender are entering into the Note on or about the date of this Agreement to amend and restate the Loan Agreement; and

WHEREAS, the Pledgor and the Lender wish to amend and restate the Original Pledge Agreement on the terms of this Agreement to reflect the terms of the Note,

NOW, THEREFORE, in consideration of the premises and to induce the Lender to accept the Note and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Note and used herein (including in the Recitals) shall have the meanings given to them in the Note, and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): Certificated Security, Securities Account, Supporting Obligations and Uncertificated Security.

(b) The following terms shall have the following meanings:

"**Additional Pledged Equity Interests**" shall mean all Equity Interests in the Issuer acquired by the Pledgor after the Effective Date.

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and under "common control with"), as used with respect

to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"**Agreement**" shall mean this Pledge Agreement, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Collateral Account**" shall mean any collateral account established by the Lender as provided in **Section 5.1**.

"**Company LLC Agreement**" shall mean that certain limited liability company agreement of the Issuer dated June 1, 2021, as many be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, in accordance with the terms thereof and hereof (including pursuant to the Side Letter Agreement, dated as of December 12, 2022, by and among, Parent, Ingredion Incorporated, the Issuer and the Lender).

"**Discharge of the Secured Obligations**" shall mean and shall have occurred when all Secured Obligations shall have been indefeasibly paid in full (other than any Surviving Obligations).

"**Equity Interests**" shall mean, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or non-voting) of the equity of such Person, including, if such person is a partnership, partnership interests (whether general or limited), if such Person is a limited liability company, membership interests, and, if such Person is a trust, all beneficial interests therein, and shall also include any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such corporation, partnership, limited liability company or trust, whether outstanding on the date hereof or issued on or after the date hereof.

"**Initial Pledged Equity Interests**" shall mean all Equity Interests in the Issuer owned by the Pledgor as of the Effective Date, including the Equity Interests listed on Schedule 1 hereto.

"**Issuer**" shall mean Amyris RealSweet, LLC, a Delaware limited liability company.

"**Lender**" shall have the meaning set forth in the preamble hereto.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

"**Note**" shall have the meaning set forth in the preamble hereto.

"**Original Pledge Agreement**" has the meaning set forth in the Recitals.

"**Parties**" means the parties to this Agreement and "**Party**" means any of them.

"**Pledge Collateral**" shall have the meaning set forth in **Section 2**.

"**Pledged Equity Interests**" shall mean the Initial Pledged Equity Interests and any Additional Pledged Equity Interests.

"**Pledgor**" shall have the meaning set forth in the preamble hereto.

"**Proceeds**" shall mean all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Pledged Equity Interests, collections thereon and distributions or payments with respect thereto.

"**Secured Obligations**" shall mean all Secured Obligations, as defined in the Note.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"**Subsidiary**" of any Person means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which such Person owns or controls 50.1% or more of the outstanding voting securities.

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; **provided**, **however**, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Pledge Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "Preamble", "Recitals", "Section," "Schedule," "Exhibit" and "Annex" are to this Agreement unless otherwise specified and references to the Preamble, Recitals, any Schedule, Exhibit or Annex shall mean such Preamble, Recitals, Schedule, Exhibit or Annex as amended or supplemented from time to time in accordance with this Agreement.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) The expressions "payment in full," "paid in full" and any other similar terms or phrases when used herein shall mean payment in cash in immediately available funds.

(d) The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(e) All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

(f) Section heading and the table of contents used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 2. GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER PLEDGE COLLATERAL

(a) The Pledgor hereby assigns and transfers to the Lender, and hereby grants to the Lender a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Pledge Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) all Pledged Equity Interests;

(ii) the certificates, if any, representing such Pledged Equity Interests and any interest of the Pledgor on the books and records of the Issuer and any securities entitlements relating thereto and all dividends, distributions, cash warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Equity Interests and any other warrant, right or option or other agreement to acquire any of the foregoing, all management rights, all voting rights, any interest in any capital account of a member in such limited liability company, all rights as and to become a shareholder, member or partner of the Issuer, as applicable, all rights of the Pledgor under any shareholder or voting trust agreement or similar agreement in respect of the Issuer, all of the Pledgor's right, title and interest as a member to any and all assets or properties of the Issuer, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing;

(iii) all Collateral Accounts;

(iv) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Pledge Collateral or are otherwise reasonably necessary in the collection thereof or realization thereupon; and

(v) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

(b) Notwithstanding anything herein to the contrary, the Pledgor shall remain liable (i) for all obligations under the Pledge Collateral and nothing contained herein is intended or shall be a delegation of duties to the Lender, and (ii) under each of the agreements included in the Pledge Collateral, including, without limitation, any agreements relating to Pledged Equity Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and the Lender shall not have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Lender have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Pledge Collateral, including, without limitation, any agreements relating to any Pledged Equity Interests.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Lender to accept the Note, the Pledgor hereby represents and warrants to the Lender on the Effective Date that:

3.1 [Reserved]

3.2 No Other Liens. No financing statement or other public notice with respect to all or any part of the Pledge Collateral is on file or of record in any public office, except such as have been filed in favor of the Lender or in relation to Permitted Liens.

3.3 Valid, Perfected First Priority Liens. The security interests granted by the Pledgor pursuant to this Agreement constitute a legal and valid security interest in favor of the Lender securing the payment and performance of the Pledgor's Secured Obligations and, upon completion of the filings and other actions specified on **Schedule 2** (all of which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Lender in duly completed and duly executed form, as applicable, and may be filed by the Lender at any time) and payment of all filing fees, will constitute fully perfected security interests in all of the Pledge Collateral, prior to all other Liens on the Pledge Collateral. Without limiting the foregoing, the Pledgor has taken all actions necessary or reasonably appropriate, including without limitation those specified in **Section 4.2**, to establish the Lender's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Pledge Collateral constituting Certificated Securities or Uncertificated Securities.

3.4 Name; Jurisdiction of Organization, Etc. The Pledgor's exact legal name (as indicated on the public record of the Pledgor's jurisdiction of formation or organization), jurisdiction of organization, organizational identification number, if any, and the location of the Pledgor's chief executive office or sole place of business are specified on Schedule 3. The Pledgor is organized solely under the law of the jurisdiction so specified and has not filed any certificates of domestication, transfer or continuance in any other jurisdiction. Except as specified on Schedule 3, the Pledgor has not changed its name, jurisdiction of organization, chief executive office or sole place of business (if applicable) or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form or otherwise) within the past five years. The Pledgor is not a transmitting utility as defined in UCC § 9-102(a)(80).

3.5 Pledged Equity Interests.

(a) **Schedule 1** hereto sets forth all of the Initial Pledged Equity Interests owned by the Pledgor and such Initial Pledged Equity Interests constitute 69.0% of the issued and outstanding percentage of limited liability company interests of the Issuer.

(b) All of the shares of the Pledged Equity Interests have been duly and validly issued and are fully paid and nonassessable. The Pledgor is not in default of its obligations under the Company LLC Agreement or any other organizational document of the Issuer, in each case in a manner or to an extent that would reasonably be expected to adversely affect the security interests created under this Agreement.

(c) The Company LLC Agreement and the certificates evidencing the Pledged Equity Interests expressly provide the related Pledged Equity Interests are securities governed by the Uniform Commercial Code of the State of Delaware. None of the Pledged Equity Interests are credited to any Securities Account.

(d) No consent, approval or authorization of any Person is required for the pledge by the Pledgor of the Pledged Equity Interests pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Pledgor, whether under the Company LLC Agreement, other organizational documents of the Issuer or otherwise, except such as have been obtained and are in full force and effect as of the Effective Date.

(e) There are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

(f) The Company LLC Agreement, by and among the Issuer, the Pledgor, the Lender and Ingredion Incorporated, includes language substantially the same as the provisions set forth in Exhibit A hereto.

SECTION 4. COVENANTS

The Pledgor covenants and agrees with the Lender that, from and after the date of this Agreement until the Discharge of the Secured Obligations:

4.1 [Reserved].

4.2 Delivery and Control of Pledged Equity Interests.

(a) If any of the Pledge Collateral is or shall become evidenced or represented by any Certificated Security, such Certificated Security shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to the Lender, to be held as Pledge Collateral pursuant to this Agreement.

(b) If any of the Pledge Collateral is or shall become evidenced or represented by an Uncertificated Security, the Pledgor shall immediately cause the Issuer either (i) to register the Lender as the registered owner of such Uncertificated Security, upon original issue or registration of transfer or (ii) to agree in writing with the Pledgor and the Lender that the Issuer will comply with instructions with respect to such Uncertificated Security originated by the Lender without further consent of the Pledgor, such agreement to be in form and substance satisfactory to the Lender.

(c) In addition to and not in lieu of the foregoing, the Pledgor shall take such additional actions, including, without limitation, causing the Issuer to register the pledge on its books and records, as may be necessary or advisable or as may be reasonably requested by the Lender, under the laws of the jurisdiction of Issuer's organization to insure the validity, perfection and priority of the security interest of the Lender.

4.3 Maintenance of Perfected Security Interest; Further Documentation.

(a) The Pledgor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in **Section 8** of the Note and shall defend such security interest against the claims and demands of all Persons whomsoever, other than Permitted Liens.

(b) The Pledgor shall furnish to the Lender from time to time statements and schedules further identifying and describing the Pledge Collateral.

At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Pledgor, the Pledgor shall promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC (or other

similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

4.4 **Notices**. The Pledgor will advise the Lender promptly, in reasonable detail, of (a) any Lien on any of the Pledge Collateral (other than Permitted Liens), and (b) the occurrence of any other event which could reasonably be expected to have an adverse effect on the security interests created hereby.

4.5 **Pledged Equity Interests**.

(a) If the Pledgor shall become entitled to receive or shall receive any stock or other ownership certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), or option or rights in respect of the capital stock or other Pledged Equity Interest of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Equity Interests, or otherwise in respect thereof, the Pledgor shall accept the same as the agent of the Lender, hold the same in trust for the Lender and deliver the same forthwith to the Lender in the exact form received, duly endorsed by the Pledgor to the Lender, if required, together with an undated stock power covering such certificate duly executed in blank by the Pledgor and with, if the Lender so requests, signature guaranteed, to be held by the Lender, subject to the terms hereof, as additional collateral security for the Secured Obligations. If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Equity Interests upon the liquidation or dissolution of the Issuer shall be paid over to the Lender to be held by it hereunder as additional collateral security for the Secured Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Equity Interests or any property shall be distributed upon or with respect to the Pledged Equity Interests pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall be delivered to the Lender to be held by it hereunder as additional collateral security for the Secured Obligations. If an Event of Default shall have occurred and be continuing and any sums of money or property so paid or distributed in respect of the Pledged Equity Interests shall be received by the Pledgor, the Pledgor shall, until such money or property is paid or delivered to the Lender, hold such money or property in trust for the Lender, segregated from other funds of the Pledgor, as additional collateral security for the Secured Obligations.

(b) Without the prior written consent of the Lender, the Pledgor will not (i) vote to enable, or take any other action to permit, the Issuer to amend the Company LLC Agreement or any other organizational documents of the Issuer in any manner that changes the rights of the Pledgor with respect to any Pledged Equity Interests or adversely affects the validity, perfection or priority of the Lender's security interest therein, (ii) permit the Issuer to issue any additional Equity Interests of any nature, issue securities convertible into Equity Interests of Issuer, or grant the right of purchase or exchange for any Equity Interests of the Issuer, in each case except to the Pledgor so long as such transaction is expressly contemplated by **Section 4.5(a)** and the Pledgor complies with **Section 4.5(a)** in connection therewith, (iii) other than the Note and the Exit Loan Agreement, enter into any agreement or undertaking restricting the right or ability of the Pledgor or the Lender to sell, assign or transfer any of the Pledged Equity Interests or Proceeds thereof or any interest therein or (iv) cause or permit the Issuer to elect or otherwise take any action to cause any Pledged Equity Interests to be treated as securities for purposes of the UCC unless the Pledgor promptly (A) notifies the Lender in writing of any such election or action, and (B) takes all steps necessary or advisable to establish the Lender's "control" thereof.

4.6 **Voting and Other Rights with Respect to Pledged Equity Interests**.

Unless an Event of Default shall have occurred and be continuing, the Pledgor shall be permitted to receive all cash and non-cash dividends and distributions paid in respect of the Pledged Equity Interests in the ordinary course of business of the Issuer and to exercise all voting and limited liability company rights with respect to the Pledged Equity Interests; **provided**, **however**, that, without the prior written consent of the Lender, no vote shall be cast or other ownership right exercised or other action taken which could reasonably be expected to impair the Lender's Lien in the Pledge Collateral or be inconsistent with or result in any violation of any provision of any Note Document.

If an Event of Default shall occur and while it is continuing: (i) all rights of the Pledgor to exercise or refrain from exercising the voting and other consensual rights with respect to Pledged Equity Interests which it would otherwise be entitled to exercise shall cease and all such rights shall thereupon become vested in the Lender who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights and (ii) the Lender shall have the right, without notice to the Pledgor, to transfer all or any portion of the Pledged Equity Interests to its name or the name of its nominee or agent. In addition, the Lender shall have the right at any time, without notice to the Pledgor, to exchange any certificates or instruments representing any Pledged Equity Interests for certificates or instruments of smaller or larger denominations. In order to permit the Lender to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder, the Pledgor shall promptly execute and deliver (or cause to be executed and delivered) to the Lender all proxies, dividend payment orders and other instruments as the Lender may from time to time request following the occurrence and during the continuance of an Event of Default and the Pledgor acknowledges that the Lender may utilize the power of attorney set forth herein.

The Pledgor hereby authorizes and instructs the Issuer to (i) comply with any instruction received by it from the Lender in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from the Pledgor, and the Pledgor agrees that the Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Equity Interests directly to the Lender.

SECTION 5. REMEDIAL PROVISIONS

5.1 **Proceeds to be Turned Over To Lender**. If an Event of Default shall occur and be continuing, all Proceeds received by the Pledgor consisting of cash, Cash Equivalents, checks and other near-cash items shall be held by the Pledgor in trust for the Lender, segregated from other funds of the Pledgor, and shall, forthwith upon receipt by the Pledgor, be turned over to the Lender in the exact form received by the Pledgor (duly endorsed by the Pledgor to the Lender, if required). All Proceeds received by the Lender hereunder shall be held by the Lender in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Lender in a Collateral Account (or by the Pledgor in trust for the Lender) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in **Section 5.2**.

5.2 **Application of Proceeds**. Subject to **Section 5.2(b)** below, if an Event of Default shall have occurred and be continuing, at any time at the Lender's election, the Lender may, notwithstanding the provisions of Section 2 of the Note, apply all or any part of the Pledge Collateral and/or net Proceeds thereof (after deducting fees and expenses as provided in **Section 5.3(b)**) realized through the exercise by the Lender of its remedies hereunder, whether or not held in any Collateral Account, in payment of the Secured Obligations. The Lender shall apply any such Pledge Collateral or Proceeds to be applied in the following order:

(i) first, to the Lender in an amount sufficient to pay in full costs and professionals' and advisors' fees and expenses incurred in connection with the Note Documents, including those described in **Section 9.4**;

(ii) second, to the Lender in an amount equal the then unpaid amount of the Secured Obligations (including principal and accrued uncapitalized interest), in such order and priority as the Lender may choose in its sole discretion; and

(iii) finally, after the Discharge of the Secured Obligations, to any creditor holding a junior Lien on the Pledged Collateral, or to such Obligor or its representatives or as a court of competent jurisdiction may direct.

Any Proceeds not applied in accordance with this **Section 5.2** shall be held by the Lender as Pledge Collateral until the Discharge of the Secured Obligations.

5.3 Code and Other Remedies.

(a) If an Event of Default shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Pledge Collateral) and all rights under any other applicable law or in equity. Without limiting the generality of the foregoing, the Lender, without demand of performance or other demand, defense, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Pledgor or any other Person (all and each of which demands, presentments, protests, defenses, advertisements and notices are hereby waived), may if an Event of Default has occurred and is continuing forthwith collect, receive, appropriate and realize upon the Pledge Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give option or options to purchase, or otherwise dispose of and deliver the Pledge Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Lender, on the internet or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Pledge Collateral so sold or to become the licensor of all or any such Pledge Collateral, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released. For purposes of bidding and making settlement or payment of the purchase price for all or a portion of the Pledge Collateral sold at any such sale made in accordance with the UCC or other applicable laws, including, without limitation, the Bankruptcy Code, the Lender shall be entitled to credit bid and use and apply the Secured Obligations (or any portion thereof) as a credit on account of the purchase price for any Pledge Collateral payable by the Lender at such sale, such amount to be applied to the Secured Obligations. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Pledge Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Lender may sell the Pledge Collateral without giving any warranties as to the Pledge Collateral. The Lender may specifically disclaim or modify any warranties of title or the like. The foregoing

will not be considered to adversely affect the commercial reasonableness of any sale of the Pledge Collateral. The Pledgor agrees that it would not be commercially unreasonable for the Lender to dispose of the Pledge Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Pledge Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Pledgor hereby waives any claims against the Lender arising by reason of the fact that the price at which any Pledge Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Lender accepts the first offer received and does not offer such Pledge Collateral to more than one offeree. The Pledgor further agrees, at the Lender's request, to assemble the Pledge Collateral and make it available to the Lender at places which the Lender shall reasonably select, whether at the Pledgor's premises or elsewhere. The Lender shall have the right to enter onto the property where any Pledge Collateral is located without any obligation to pay rent and take possession thereof with or without judicial process. The Lender shall have no obligation to marshal any of the Pledge Collateral.

(b) The Lender shall deduct from such Proceeds all reasonable documented out of pocket costs and expenses of every kind incurred in connection with the exercise of its rights and remedies against the Pledge Collateral or incidental to the care or safekeeping of any of the Pledge Collateral or in any way relating to the Pledge Collateral or the rights of the Lender hereunder, including, without limitation, reasonable documented out of pocket attorneys' fees and disbursements. Any net Proceeds remaining after such deductions shall be applied or retained by the Lender in accordance with **Section 5.2**. Only after such application and after the payment by the Lender of any other amount required by any provision of law, including, without limitation, Section 9-615(a) of the UCC, need the Lender account for the surplus, if any, to the Pledgor. If the Lender sells any of the Pledge Collateral upon credit, the Pledgor will be credited only with payments actually made by the purchaser and received by the Lender. In the event the purchaser fails to pay for the Pledge Collateral, the Lender may resell the Pledge Collateral and the Pledgor shall be credited with proceeds of the sale. To the extent permitted by applicable law, the Pledgor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder.

5.4 Effect of Securities Laws. The Pledgor recognizes that the Lender may be unable to effect a public sale of any or all of the Pledged Equity Interests by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Lender shall be under no obligation to delay a sale of any of the Pledged Equity Interests for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if the Issuer would agree to do so.

5.5 Deficiency. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Pledge Collateral are insufficient to pay its Secured Obligations and the fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

SECTION 6. POWER OF ATTORNEY AND FURTHER ASSURANCES

6.1 Lender's Appointment as Attorney-in-Fact, Etc.

(a) The Pledgor hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful proxy and attorney- in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Lender the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do any or all of the following:

(i) in the name of the Pledgor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys with respect to any Pledge Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due with respect to any other Pledge Collateral whenever payable;

(ii) pay or discharge taxes and Liens levied or placed on or threatened against the Pledge Collateral, effect any repairs or purchase any insurance called for by the terms of the Note Documents and pay all or any part of the premiums therefor and the costs thereof;

(iii) execute, in connection with any sale provided for in **Sections 5.3** or **5.4**, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Pledge Collateral; and

(iv) (1) direct any party liable for any payment under any of the Pledge Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Pledge Collateral; (3) sign and endorse any assignments, verifications, notices and other documents in connection with any of the Pledge Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledge Collateral or any portion thereof and to enforce any other right in respect of any Pledge Collateral; (5) defend any suit, action or proceeding brought against the Pledgor with respect to any Pledge Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Lender may deem appropriate; and (7) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Pledge Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes, and do, at the Lender's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Pledge Collateral and the Lender's security interests therein and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do.

Anything in this **Section 6.1(a)** to the contrary notwithstanding, the Lender agrees that, except as provided in **Section 6.1(b)**, it will not exercise any rights under the power of attorney provided for in this **Section 6.1(a)** unless an Event of Default shall have occurred and be continuing.

(b) If the Pledgor fails to perform or comply with any of its agreements contained herein, the Lender, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; **provided**, **however**, that unless an Event of Default has occurred and is continuing or would reasonably be expected to occur, the Lender shall not

exercise this power without first making demand on the Pledgor and the Pledgor failing to promptly (and in any event within five Business Days) comply therewith.

(c) The expenses of the Lender incurred in connection with actions undertaken as provided in this **Section 6.1**, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable under the Note, from the date of payment by the Lender to the date reimbursed by the Pledgor, shall be payable by the Pledgor to the Lender on demand.

(d) The Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until a Discharge of the Secured Obligations.

6.2 Authorization of Financing Statements. The Pledgor acknowledges that pursuant to Section 9-509(b) of the UCC and any other applicable law, the Lender is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Pledge Collateral in such form and in such offices as the Lender reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Lender under this Agreement. The Pledgor agrees that such financing statements may describe the collateral in the same manner as described in the Note Documents or such other description as the Lender, in its sole judgment, determines is necessary or advisable. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Lender agrees that, except following the occurrence and during the continuance of an Event of Default, it shall provide reasonable notice to the Pledgor prior to the filing or recording of any documents or instruments with respect to the Pledge Collateral authorized under this **Section 6.2**.

6.3 Further Assurances. The Pledgor agrees that from time to time, at the expense of the Pledgor, it shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary, or that the Lender may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder in respect of any Pledge Collateral. Without limiting the generality of the foregoing, the Pledgor shall:

(i) file such financing or continuation statements, or amendments thereto and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary, or as the Lender may reasonably request, in order to effect, reflect, perfect and preserve the security interests granted or purported to be granted hereby;

(ii) at the Lender's request, appear in and defend any action or proceeding that may affect the Pledgor's title to or the Lender's interest in all or any part of the Pledge Collateral; and

(iii) furnish the Lender with such information regarding the Pledge Collateral, including, without limitation, the location thereof, as the Lender may reasonably request from time to time.

SECTION 7. LIEN ABSOLUTE; WAIVER OF SURETYSHIP DEFENSES

7.1 Lien Absolute, Waivers.

(a) All rights of Lender hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of, shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all, rights, claims or defenses that it might otherwise have (now or in the future) with respect to, in each case, each of the following (whether or not the Pledgor has knowledge thereof):

(i) the validity or enforceability of any Note Document, any of the Secured Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by the Lender;

(ii) any renewal, extension or acceleration of, or any increase in the amount of the Secured Obligations, or any amendment, supplement, modification or waiver of, or any consent to departure from, the Note Documents;

(iii) any failure or omission to assert or enforce or agreement or election not to assert or enforce, delay in enforcement, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under any Note Documents, at law, in equity or otherwise) with respect to the Secured Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Secured Obligations;

(iv) any change, reorganization or termination of the corporate structure or existence of the Pledgor, any other Borrower and any corresponding restructuring of the Secured Obligations;

(v) any settlement, compromise, release, or discharge of, or acceptance or refusal of any offer of payment or performance with respect to, or any substitutions for, the Secured Obligations or any subordination of the Secured Obligations to any other obligations;

(vi) the validity, perfection, non-perfection or lapse in perfection, priority or avoidance of any security interest or lien, the release of any or all collateral securing, or purporting to secure, the Secured Obligations or any other impairment of such collateral;

(vii) any exercise of remedies with respect to any security for the Secured Obligations (including, without limitation, any collateral, including the Pledge Collateral securing or purporting to secure any of the Secured Obligations) at such time and in such order and in such manner as the Lender may decide and whether or not every aspect thereof is commercially reasonable and whether or not such action constitutes an election of remedies and even if such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy that the Pledgor would otherwise have and without limiting the generality of the foregoing or any other provisions hereof, the Pledgor hereby expressly waives any and all benefits which might otherwise be available to the Pledgor under applicable law; and

(viii) any other circumstance whatsoever which may or might in any manner or to any extent vary the risk of the Pledgor as an obligor in respect of the Secured Obligations or which constitutes, or might be construed to constitute, an equitable or legal discharge of the Pledgor or any other Borrower for the Secured Obligations, or of the Pledgor under any guarantee contained the Note Documents or of any security interest granted by the Pledgor, whether in a Bankruptcy Proceeding or in any other instance.

(b) In addition, the Pledgor further waives any and all other defenses, set-offs or counterclaims (other than a defense of payment or performance in full hereunder) which may at any time be available to or be asserted by it, the Pledgor, any other Borrower or any Person against the Lender, including, without limitation, failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury.

(c) The Pledgor waives diligence, presentment, protest, marshaling, demand for payment, notice of dishonor, notice of default and notice of nonpayment to or upon the Pledgor or any other Borrower with respect to the Secured Obligations. Except for notices provided for herein, the Pledgor hereby waives notice (to the extent permitted by applicable law) of any kind in connection with this Agreement or any collateral securing the Secured Obligations, including, without limitation, the Pledge Collateral. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against the Pledgor, Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Pledgor, any other Borrower or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto, and any failure by Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Pledgor, any other Borrower or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Pledgor, any other Borrower or any other Person or any such collateral security, guarantee or right of offset, shall not relieve the Pledgor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Lender against the Pledgor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

SECTION 8. THE LENDER

8.1 **[Reserved]**.

8.2 **Duty of Lender**. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Pledge Collateral in its possession, under Section 9- 207 of the UCC or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its respective officers, directors, partners, employees, agents, attorneys or other advisors, attorneys-in-fact or affiliates shall be liable for failure to demand, collect or realize upon any of the Pledge Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledge Collateral upon the request of the Pledgor or any other Person or to take any other action whatsoever with regard to the Pledge Collateral or any part thereof. The powers conferred on the Lender hereunder are solely to protect its interests in the Pledge Collateral and shall not impose any duty upon the Lender to exercise any such powers. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates shall be responsible to the Pledgor for any act or failure to act hereunder, except to the extent that any such act or failure to act is found by a final and non-appealable decision of a court of competent jurisdiction to have resulted solely and proximately from their own gross negligence or willful misconduct in breach of a duty owed to the Pledgor.

8.3 **[Reserved]**.

8.4 **Delegation of Duties**. The Lender may perform any and all of its duties and exercise its rights and powers under this Agreement by or through any one or more sub-agents appointed by the Lender. The Lender and any such sub- agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. All of the rights, benefits, and privileges (including the exculpatory and indemnification provisions) of this Article 8 shall apply to any such sub-

agent and to any of the Affiliates of the Lender and any such sub-agents, and shall apply to their respective activities as if such sub-agent and Affiliates were named herein in connection with the transactions contemplated hereby and by the Note Documents. Notwithstanding anything herein to the contrary, each sub-agent appointed by the Lender or Affiliate of the Lender or Affiliate of any such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory rights and rights to indemnification) and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of the Borrowers and the Lender, and such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent or Affiliate acting in such capacity.

SECTION 9. MISCELLANEOUS

9.1 **Amendments in Writing**. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Lender, **provided** that any provision of this Agreement imposing obligations on the Pledgor may be waived by the Lender in a written instrument executed by the Lender.

9.2 **Notices**. All notices, requests and demands to or upon the Lender or the Pledgor hereunder shall be effected in the manner provided for in **Section 9(g)** of the Note.

9.3 **No Waiver by Course of Conduct; Cumulative Remedies**. The Lender shall not by any act (except by a written instrument pursuant to **Section 9.1**), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 **Expense Reimbursement; Indemnification**. The expense reimbursement provisions of Section 9(f) of the Note are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. The expense reimbursement and indemnification provisions of Section 9(h) of the Note are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

9.5 **Successors and Assigns**. This Agreement shall be binding upon the successors and assigns of the Pledgor and shall inure to the benefit of the Lender and its successors and assigns permitted by **Section 9(a)** of the Note.

9.6 **Set-Off**. The Pledgor hereby irrevocably authorizes the Lender at any time and from time to time while an Event of Default pursuant to **Sections 7(a)** or **7(e)** of the Note shall have occurred and be continuing, without notice to the Pledgor, any such notice being expressly waived by the Pledgor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such party to or for the credit or the account of the Pledgor, or any part thereof in such amounts as the Lender may elect, against and on account of the obligations and liabilities of the Pledgor to the Lender hereunder and claims of every nature and description of the Lender against the Pledgor, in any currency, whether

arising hereunder, under any Note Document or otherwise, as the Lender may elect, whether or not the Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. If the Lender exercises any right of set-off, it shall notify the Pledgor promptly of any such set-off and the application made by the Lender of the proceeds thereof, **provided** that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this **Section 9.6** are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

9.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.9 Integration/Conflict. This Agreement and the other Note Documents represent the entire agreement of the Pledgor, the Lender with respect to the subject matter hereof and thereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. There are no promises, undertakings, representations or warranties by the Lender relative to the subject matter hereof and thereof not expressly set forth or referred to herein or therein.

9.10 GOVERNING LAW AND VENUE. THIS AGREEMENT AND ANY AND ALL ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK. THE PLEDGOR HERBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN THE STATE COURTS AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.11 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the subject matter hereof or thereof, including, but not limited to, any contractual, pre-contractual or noncontractual rights, obligations or liabilities and any question or dispute regarding the existence, validity, formation, effect, interpretation, performance, breach, termination or invalidity hereof or thereof (a "**Dispute**"), shall be finally settled by arbitration. Any arbitration initiated in connection with this **Section 9.11** shall be conducted by the New York office of the American Arbitration Association ("**AAA**") in accordance with AAA Commercial Rules in effect at the time of applying for arbitration ("**AAA Rules**"), except as the AAA Rules conflict with the provisions of this **Section 9.11**, in which event the provisions of this **Section 9.11** shall control. The arbitration tribunal shall consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the two arbitrators so appointed shall jointly appoint the third arbitrator. The tribunal shall decide any dispute submitted by the Parties strictly in accordance with the substantive law of the state of New York and shall not apply any other

substantive law. Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the tribunal already appointed to hear the existing Dispute(s). The arbitration award shall be final, conclusive and binding on each party as from the date rendered. Judgment upon any arbitration award may be entered and enforced in any court having jurisdiction over a party or any of its assets.

9.12 **Acknowledgments**. The Pledgor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Note Documents to which it is a party;

(b) the Lender has no fiduciary relationship with or duty to the Pledgor arising out of or in connection with this Agreement or any of the other Note Documents, and the relationship between the Pledgor, on the one hand, and the Lender, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Note Documents or otherwise exists by virtue of the transactions contemplated hereby among the Pledgor and the Lender.

9.13 **Releases**.

(a) At such time as there has been a Discharge of the Secured Obligations, the Pledge Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Lender and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledge Collateral shall revert to the Pledgor. At the request and sole expense of the Pledgor following any such termination, the Lender shall deliver to the Pledgor any Pledge Collateral held by the Lender hereunder, and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

(b) The Pledgor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement originally filed in connection herewith without the prior written consent of the Lender, subject to the Pledgor's rights under Section 9-509(d)(2) of the UCC.

IN WITNESS WHEREOF, each of the undersigned has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

PLEDGOR:

AMYRIS, INC.

By:_____
Name:
Title:

LENDER:

DSM FINANCE B.V.

By:_____
Name:
Title:

By:_____
Name:
Title:

Schedule 1

DESCRIPTION OF PLEDGED EQUITY INTERESTS

Pledgor	Issuer	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Issuer
Amyris, Inc.	Amyris RealSweet, LLC	N	N/A	63,480,000	69.00%

Schedule 2

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Delaware

Actions with respect to Pledged Equity Interests

Physical delivery of stock certificate and related stock power of Issuer to the Lender (if applicable).

Schedule 3

PLEDGOR'S EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Exact Legal Name	Jurisdiction of Organization	Organizational I.D.	Chief Executive Office or Sole Place of Business
Amyris, Inc.	Delaware	4768633	5885 Hollis Street, Suite 100 Emeryville, CA 94608

Schedule 4

NOTICE ADDRESS OF THE PLEDGOR

AMYRIS, INC.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450 0761
Email: generalcounsel@amyris.com

with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP
Three Embarcadero Center 28th floor,
San Francisco, CA 94111
Attn: Jon Novotny
Phone: (415) 733 6181
Email: jnovotny@goodwinlaw.com

Exhibit A to Pledge Agreement

INSERT TO LLC/PARTNERSHIP AGREEMENT

Section [˜]. Pledgee's Rights;.

Subdivision 1. Notwithstanding anything contained herein to the contrary, each [Member/Partner] shall be permitted to pledge or hypothecate any or all of its [Units/Partnership Interests], including all Interests, economic rights, control rights and status rights as a [Member/Partner], to any lender to the Company or an affiliate of the Company or any agent acting on such lender's behalf, and any transfer of such [Units/Partnership Interests] pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of [Units/Partnership Interests], the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of any [Member/Partner] and without becoming a [Member/Partner], to exercise the membership/partnership voting rights of the [Member/Partner] granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a [Member/Partner] under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the [Company/Partnership], and shall be bound by all of the obligations, of a [Member/Partner] under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging [Member/Partner] shall cease to be a [Member/Partner] and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a [Member/Partner] shall constitute any necessary approval of such [Member/Partner] under the Act to the foregoing provisions of this Section [˜]. This Section [˜] may not be amended or modified so long as any of the [Units/Partnership Interests] is subject to a pledge or hypothecation without the pledgee's (or the Transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the [Units/Partnership Interests] shall be a third party beneficiary of the provisions of this Section [˜].

(REDLINE DSM PLAN PROMISSORY NOTE PLEDGE AGREEMENT)

AMENDED AND RESTATED PLEDGE AGREEMENT

between

Amyris, Inc.

and

DSM Finance B.V., in its capacity as lender

~~**Dated as of January [ ]**~~**Originally dated December 12, 2022, as amended and restated on May 7**, 2024

TABLE OF CONTENTS

Page

SECTION 1. DEFINED TERMS 1

1.1 Definitions 1
1.2 Other Definitional Provisions 3

SECTION 2. GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER PLEDGE COLLATERAL ..... ~~3~~4

SECTION 3. REPRESENTATIONS AND WARRANTIES 4

3.1 [Reserved]. ..... ~~4~~5
3.2 ~~Title;~~ No Other Liens ..... ~~4~~5
3.3 Valid, Perfected First Priority Liens 5
3.4 Name; Jurisdiction of Organization, Etc 5
3.5 Pledged Equity Interests 5

SECTION 4. COVENANTS 6

4.1 ~~Covenants in Note~~[Reserved]. 6
4.2 Delivery and Control of Pledged Equity Interests. 6
4.3 Maintenance of Perfected Security Interest; Further Documentation. 6
~~4.4 Changes in Locations, Name, Jurisdiction of Incorporation, Etc~~ ..... ~~7~~
~~4.5~~4.4 Notices 7
~~4.6~~4.5 Pledged Equity Interests. 7
~~4.7~~4.6 Voting and Other Rights with Respect to Pledged Equity Interests. ..... ~~8~~7

SECTION 5. REMEDIAL PROVISIONS ..... ~~9~~8

5.1 Proceeds to be Turned Over To Lender ..... ~~9~~8
5.2 Application of Proceeds ..... ~~9~~8
5.3 Code and Other Remedies. ..... ~~10~~9
5.4 Effect of Securities Laws ..... ~~11~~10
5.5 Deficiency ..... ~~11~~10

SECTION 6. POWER OF ATTORNEY AND FURTHER ASSURANCES ..... ~~12~~10

6.1 Lender's Appointment as Attorney-in-Fact, Etc. ..... ~~12~~10
6.2 Authorization of Financing Statements ..... ~~13~~12
6.3 Further Assurances ..... ~~13~~12

SECTION 7. LIEN ABSOLUTE; WAIVER OF SURETYSHIP DEFENSES ..... ~~14~~12

7.1 Lien Absolute, Waivers ..... ~~14~~12

SECTION 8. THE LENDER ..... ~~16~~14

8.1 ~~Authority of Lender.~~[Reserved] ..... ~~16~~14
8.2 Duty of Lender ..... ~~16~~14
8.3 ~~Exculpation of the Lender.~~[Reserved] ..... ~~16~~14
8.4 Delegation of Duties ..... ~~18~~14

~~8.5 No Individual Foreclosure, Etc 18~~

SECTION 9. MISCELLANEOUS ~~18~~15

9.1 Amendments in Writing ~~18~~15
9.2 Notices ~~18~~15
9.3 No Waiver by Course of Conduct; Cumulative Remedies ~~18~~15
9.4 ~~Enforcement Expenses~~Expense Reimbursement; Indemnification. ~~19~~15
9.5 Successors and Assigns ~~19~~15
9.6 Set-Off ~~19~~15
9.7 Counterparts ~~20~~16
9.8 Severability ~~20~~16
9.9 Integration/Conflict ~~20~~16
9.10 GOVERNING LAW AND VENUE ~~20~~16
9.11 Arbitration ~~21~~16
9.12 Acknowledgments ~~21~~17
9.13 Releases. ~~21~~17
~~**9.14 Indemnity 22**~~

SCHEDULE 1 DESCRIPTION OF PLEDGED EQUITY INTERESTS 1-1
SCHEDULE 2 FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS 2-1
SCHEDULE 3 PLEDGOR'S EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE 3-1
SCHEDULE 4 NOTICE ADDRESS OF THE PLEDGOR 4-1

AMENDED AND RESTATED PLEDGE AGREEMENT, originally dated as of ~~January [ ]~~December 12, 2022 and as amended and restated on May 7, 2024 between AMYRIS, INC., a Delaware corporation (together with its successors and assigns, the "**Pledgor**")~~,~~ and DSM FINANCE B.V., a Netherlands private company with limited liability, in its capacity as lender (in such capacity and together with its successors and permitted assigns, the "**Lender**").

~~Reference is hereby made to that certain Secured Promissory Note, dated as of the date hereof (as may be further amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Note"), by and between, among others, the Pledgor and the Lender, in its capacity as lender.~~

WHEREAS, the Pledgor and the Lender entered into that certain Loan and Security Agreement on or about October 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Pledgor and the Lender entered into this Agreement on December 12, 2022 (the "Original Pledge Agreement") to create Liens over the Pledged Collateral as security for the Secured Obligations (as defined therein);

WHEREAS, on August 9, 2023, the Pledgor and certain of its Subsidiaries filed voluntary petitions with the Bankruptcy Court initiating their respective Cases and continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the Cases, the Debtors filed the Plan with the Bankruptcy Court on January 23, 2024;

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the Effective Date (as defined in the Plan) occurred;

WHEREAS, pursuant to the Plan, the Pledgor and the Lender are entering into the Note on or about the date of this Agreement to amend and restate the Loan Agreement; and

WHEREAS, the ~~Note records certain extensions of credit made to the~~ Pledgor ~~upon~~and the Lender wish to amend and restate the Original Pledge Agreement on the terms ~~and subject to the conditions set forth therein.~~of this Agreement to reflect the terms of the Note,

NOW, THEREFORE, in consideration of the premises and to induce the Lender to accept the Note and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Note and used herein (including in the Recitals) shall have the meanings given to them in the Note, and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): Certificated Security, Securities Account, Supporting Obligations and Uncertificated Security.

(b) The following terms shall have the following meanings:

"**Additional Pledged Equity Interests**" shall mean all Equity Interests in the Issuer acquired by the Pledgor after the Effective Date.

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and under "common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"**Agreement**" shall mean this Pledge Agreement, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Collateral Account**" shall mean any collateral account established by the Lender as provided in **Section 5.1**.

"Company LLC Agreement" shall mean that certain limited liability company agreement of the Issuer dated June 1, 2021, as many be amended, restated, amended and restated, supplemented or otherwise modified from time to time, in each case, in accordance with the terms thereof and hereof (including pursuant to the Side Letter Agreement, dated as of December 12, 2022, by and among, Parent, Ingredion Incorporated, the Issuer and the Lender).

~~**"Company LLC Agreement" shall mean that certain limited liability company agreement of the Issuer dated [ ].**~~

~~**"Default" means any event which, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.**~~

~~**"DIP Loan Agreement" means that certain Senior Secured Super Priority Debtor in Possession Facility Agreement dated August 9, 2023 made between, among others, the Pledgor and Euagore, LLC in its capacity as lender and administrative agent.**~~

"**Discharge of the Secured ~~Pledge~~ Obligations**" shall mean and shall have occurred when all Secured ~~**Pledge**~~ Obligations shall have been indefeasibly paid in full (other than any Surviving Obligations).

"**Equity Interests**" shall mean, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or non-voting) of the equity of such Person, including, if such person is a partnership, partnership interests (whether general or limited), if such Person is a limited liability company, membership interests, and, if such Person is a trust, all beneficial interests therein, and shall also include any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such corporation, partnership, limited liability company or trust, whether outstanding on the date hereof or issued on or after the date hereof.

"**Initial Pledged Equity Interests**" shall mean all Equity Interests in the Issuer owned by the Pledgor as of the Effective Date, including the Equity Interests listed on Schedule 1 hereto.

"**Issuer**" shall mean Amyris RealSweet, LLC, a Delaware limited liability company.

"**Lender**" shall have the meaning set forth in the preamble hereto.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

"**Note**" shall have the meaning set forth in the preamble hereto.

"Original Pledge Agreement" has the meaning set forth in the Recitals.

"**Parties**" means the parties to this Agreement and "**Party**" means any of them.

"**Pledge Collateral**" shall have the meaning set forth in **Section 2**.

"**Pledged Equity Interests**" shall mean the Initial Pledged Equity Interests and any Additional Pledged Equity Interests.

"**Pledgor**" shall have the meaning set forth in the preamble hereto.

"**Proceeds**" shall mean all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Pledged Equity Interests, collections thereon and distributions or payments with respect thereto.

"**Secured ~~Pledge~~ Obligations**" shall mean all Secured Obligations, as defined in the Note.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"**Subsidiary**" of any Person means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which such Person owns or controls 50.1% or more of the outstanding voting securities.

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; **provided**, **however**, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Pledge Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "**Preamble", "Recitals",**

"Section," "Schedule," "Exhibit" and "Annex" are to this Agreement unless otherwise specified and references to **the Preamble, Recitals,** any Schedule, Exhibit or Annex shall mean such **Preamble, Recitals,** Schedule, Exhibit or Annex as amended or supplemented from time to time in accordance with this Agreement.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) The expressions "payment in full," "paid in full" and any other similar terms or phrases when used herein shall mean payment in cash in immediately available funds.

(d) The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(e) All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

(f) Section heading and the table of contents used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 2. GRANT OF SECURITY INTEREST; CONTINUING LIABILITY UNDER PLEDGE COLLATERAL

(a) The Pledgor hereby assigns and transfers to the Lender, and hereby grants to the Lender a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Pledge Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured ~~**Pledge**~~ Obligations:

(i) all Pledged Equity Interests;

(ii) the certificates, if any, representing such Pledged Equity Interests and any interest of the Pledgor on the books and records of the Issuer and any securities entitlements relating thereto and all dividends, distributions, cash warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Equity Interests and any other warrant, right or option or other agreement to acquire any of the foregoing, all management rights, all voting rights, any interest in any capital account of a member in such limited liability company, all rights as and to become a shareholder, member or partner of the Issuer, as applicable, all rights of the Pledgor under any shareholder or voting trust agreement or similar agreement in respect of the Issuer, all of the Pledgor's right, title and interest as a member to any and all assets or properties of the Issuer, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing;

(iii) all Collateral Accounts;

(iv) all books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Pledge Collateral or are otherwise reasonably necessary in the collection thereof or realization thereupon; and

(v) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

(b) Notwithstanding anything herein to the contrary, ~~(i)~~ the Pledgor shall remain liable (i) for all obligations under the Pledge Collateral and nothing contained herein is intended or shall be a delegation of duties to the Lender, and (ii) ~~the Pledgor shall remain liable~~ under each of the agreements included in the Pledge Collateral, including, without limitation, any agreements relating to Pledged Equity Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and the Lender shall not have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Lender have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Pledge Collateral, including, without limitation, any agreements relating to any Pledged Equity Interests.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Lender to accept the Note, the Pledgor hereby represents and warrants to the Lender on the ~~date hereof~~Effective Date that:

3.1 [Reserved]~~.~~

3.2 ~~Title;~~ No Other Liens~~. Other than Liens (a) in favor of the Lender, and (b) entered into in connection with the DIP Loan Agreement, the Pledgor owns each item of the Pledge Collateral free and clear of any and all Liens or claims, including, without limitation, liens arising as a result of the Pledgor becoming bound (as a result of merger or otherwise) as Pledgor under a security agreement or pledge agreement entered into by another Person~~. No financing statement or other public notice with respect to all or any part of the Pledge Collateral is on file or of record in any public office, except such as have been filed in favor of the Lender **or in relation to Permitted Liens**.

3.3 Valid, Perfected First Priority Liens. The security interests granted by the Pledgor pursuant to this Agreement constitute a legal and valid security interest in favor of the Lender securing the payment and performance of the Pledgor's Secured ~~Pledge~~ Obligations and, upon completion of the filings and other actions specified on **Schedule 2** (all of which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Lender in duly completed and duly executed form, as applicable, and may be filed by the Lender at any time) and payment of all filing fees, will constitute fully perfected security interests in all of the Pledge Collateral, prior to all other Liens on the Pledge Collateral ~~other than Liens (a) in favor of the Lender, and (b) entered into in connection with the DIP Loan Agreement~~. Without limiting the foregoing, the Pledgor has taken all actions necessary **or reasonably appropriate**, including without limitation those specified in **Section 4.2**, to establish the Lender's "control" (within the meanings of Sections 8-106 and 9-106 of the

UCC) over any portion of the Pledge Collateral constituting Certificated Securities or Uncertificated Securities.

3.4 Name; Jurisdiction of Organization, Etc. The Pledgor's exact legal name (as indicated on the public record of the Pledgor's jurisdiction of formation or organization), jurisdiction of organization, organizational identification number, if any, and the location of the Pledgor's chief executive office or sole place of business are specified on Schedule 3. The Pledgor is organized solely under the law of the jurisdiction so specified and has not filed any certificates of domestication, transfer or continuance in any other jurisdiction. Except as specified on Schedule 3, the Pledgor has not changed its name, jurisdiction of organization, chief executive office or sole place of business (if applicable) or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form or otherwise) within the past five years. The Pledgor is not a transmitting utility as defined in UCC § 9-102(a)(80).

3.5 Pledged Equity Interests.

(a) ~~. (a)~~ **Schedule 1** hereto sets forth all of the Initial Pledged Equity Interests owned by the Pledgor and such Initial Pledged Equity Interests constitute 69.0% of the issued and outstanding percentage of limited liability company interests of the Issuer.

(b) All of the shares of the Pledged Equity Interests have been duly and validly issued and are fully paid and nonassessable. The Pledgor is not in default of its obligations under the Company LLC Agreement or any other organizational document of the Issuer**, in each case in a manner or to an extent that would reasonably be expected to adversely affect the security interests created under this Agreement**.

(c) The Company LLC Agreement and the certificates evidencing the Pledged Equity Interests expressly provide the related Pledged Equity Interests are securities governed by the Uniform Commercial Code of the State of Delaware ~~and each other applicable jurisdiction~~. None of the Pledged Equity Interests are credited to any Securities Account.

(d) No consent, approval or authorization of any Person is required for the pledge by the Pledgor of the Pledged Equity Interests pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Pledgor, whether under the Company LLC Agreement, other organizational documents of the Issuer or otherwise, except such as have been obtained and are in full force and effect as of the Effective Date.

(e) There are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

(f) The Company LLC Agreement**, by and among the Issuer, the Pledgor, the Lender and Ingredion Incorporated,** includes language substantially the same as the provisions set forth in Exhibit A hereto.

SECTION 4. COVENANTS

The Pledgor covenants and agrees with the Lender that, from and after the date of this Agreement until the Discharge of the Secured ~~Pledge~~ Obligations:

4.1 [Reserved].

4.2 Delivery and Control of Pledged Equity Interests.

(a) If any of the Pledge Collateral is or shall become evidenced or represented by any Certificated Security, such Certificated Security shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to the Lender, to be held as Pledge Collateral pursuant to this Agreement.

(b) If any of the Pledge Collateral is or shall become evidenced or represented by an Uncertificated Security, the Pledgor shall immediately cause the Issuer either (i) to register the Lender as the registered owner of such Uncertificated Security, upon original issue or registration of transfer or (ii) to agree in writing with the Pledgor and the Lender that the Issuer will comply with instructions with respect to such Uncertificated Security originated by the Lender without further consent of the Pledgor, such agreement to be in form and substance satisfactory to the Lender.

(c) In addition to and not in lieu of the foregoing, the Pledgor shall take such additional actions, including, without limitation, causing the Issuer to register the pledge on its books and records, as may be necessary or advisable or as may be **reasonably** requested by the Lender, under the laws of the jurisdiction of Issuer's organization to insure the validity, perfection and priority of the security interest of the Lender.

4.3 Maintenance of Perfected Security Interest; Further Documentation.

(a) The Pledgor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in **Section ~~3.3~~8 of the Note** and shall defend such security interest against the claims and demands of all Persons whomsoever**, other than Permitted Liens**.

(b) The Pledgor shall furnish to the Lender from time to time statements and schedules further identifying and describing the Pledge Collateral ~~and such other reports in connection with the assets and property of the Pledgor as the Lender may request, all in reasonable detail~~.

~~(c)~~ At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Pledgor, the Pledgor shall promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Lender may **reasonably** request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

~~**4.4 Changes in Locations, Name, Jurisdiction of Incorporation, Etc. The Pledgor will not, except upon 15 days' prior written notice to the Lender and delivery to the Lender of duly authorized and, where required, executed copies of all additional financing statements and other documents requested by the Lender to maintain the validity, perfection and priority of the security interests provided for herein:**~~

~~(i) change its legal name, jurisdiction of organization or the location of its chief executive office or sole place of business, if applicable, from that referred to in Section 3.4; or~~

~~(ii) change its legal name, identity or structure to such an extent that any financing statement filed by the Lender in connection with this Agreement would become misleading.~~

4.4 ~~4.5~~ **Notices**. The Pledgor will advise the Lender promptly, in reasonable detail, of (a) any Lien on any of the Pledge Collateral (other than ~~the Liens (i) granted to Lender pursuant to this Agreement, and (ii) entered into in connection with the DIP Loan Agreement~~**Permitted Liens**), and (b) the occurrence of any other event which could reasonably be expected to have ~~a material~~**an** adverse effect on the security interests created hereby.

4.5 ~~4.6~~ **Pledged Equity Interests**.

(a) If the Pledgor shall become entitled to receive or shall receive any stock or other ownership certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), or option or rights in respect of the capital stock or other Pledged Equity Interest of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of or other ownership interests in the Pledged Equity Interests, or otherwise in respect thereof, the Pledgor shall accept the same as the agent of the Lender, hold the same in trust for the Lender and deliver the same forthwith to the Lender in the exact form received, duly endorsed by the Pledgor to the Lender, if required, together with an undated stock power covering such certificate duly executed in blank by the Pledgor and with, if the Lender so requests, signature guaranteed, to be held by the Lender, subject to the terms hereof, as additional collateral security for the Secured ~~Pledge~~ Obligations. If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Equity Interests upon the liquidation or dissolution of the Issuer shall be paid over to the Lender to be held by it hereunder as additional collateral security for the Secured ~~Pledge~~ Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Equity Interests or any property shall be distributed upon or with respect to the Pledged Equity Interests pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall be delivered to the Lender to be held by it hereunder as additional collateral security for the Secured ~~Pledge~~ Obligations. If an Event of Default shall have occurred and be continuing and any sums of money or property so paid or distributed in respect of the Pledged Equity Interests shall be received by the Pledgor, the Pledgor shall, until such money or property is paid or delivered to the Lender, hold such money or property in trust for the Lender, segregated from other funds of the Pledgor, as additional collateral security for the Secured ~~Pledge~~ Obligations.

(b) Without the prior written consent of the Lender, the Pledgor will not (i) vote to enable, or take any other action to permit, the Issuer to amend the Company LLC Agreement or any other organizational documents of the Issuer in any manner that changes the rights of the Pledgor with respect to any Pledged Equity Interests or **adversely** affects the validity, perfection or priority of the Lender's security interest therein, (ii) permit the Issuer to issue any additional Equity Interests of any nature ~~or~~**,** issue securities convertible into Equity Interests of Issuer**,** or grant the right of purchase or exchange for any Equity Interests of the Issuer, ~~(iii)~~**in each case except to the Pledgor so long as such transaction is expressly contemplated by Section 4.5(a) and the Pledgor complies with Section 4.5(a) in**

connection therewith, (iii) other than the Note and the Exit Loan Agreement, enter into any agreement or undertaking restricting the right or ability of the Pledgor or the Lender to sell, assign or transfer any of the Pledged Equity Interests or Proceeds thereof or any interest therein or (iv) cause or permit the Issuer ~~of any Pledged Equity Interests which are not securities (for purposes of the UCC) on the date hereof~~ to elect or otherwise take any action to cause ~~such~~any Pledged Equity Interests to be treated as securities for purposes of the UCC~~; provided, however, that notwithstanding the foregoing, if the Issuer takes any such action in violation of the foregoing in this clause (iv),~~ unless the Pledgor ~~shall~~ promptly ~~notify~~(A) notifies the Lender in writing of any such election or action, and~~, in such event, shall take~~ (B) takes all steps necessary or advisable to establish the Lender's "control" thereof.

4.6 ~~4.7~~ Voting and Other Rights with Respect to Pledged Equity Interests.

Unless an Event of Default shall have occurred and be continuing, the Pledgor shall be permitted to receive all cash and non-cash dividends and distributions paid in respect of the Pledged Equity Interests in the ordinary course of business of the Issuer and to exercise all voting and limited liability company rights with respect to the Pledged Equity Interests; **provided**, **however**, that, without the prior written consent of the Lender, no vote shall be cast or other ownership right exercised or other action taken which could reasonably be expected to impair the Lender's Lien in the Pledge Collateral or be inconsistent with or result in any violation of any provision of any Note Document.

If an Event of Default shall occur and ~~be~~while it is continuing: (i) all rights of the Pledgor to exercise or refrain from exercising the voting and other consensual rights with respect to Pledged Equity Interests which it would otherwise be entitled to exercise shall cease and all such rights shall thereupon become vested in the Lender who shall thereupon have the sole right, but shall be under no obligation, to exercise or refrain from exercising such voting and other consensual rights and (ii) the Lender shall have the right, without notice to the Pledgor, to transfer all or any portion of the Pledged Equity Interests to its name or the name of its nominee or agent. In addition, the Lender shall have the right at any time, without notice to the Pledgor, to exchange any certificates or instruments representing any Pledged Equity Interests for certificates or instruments of smaller or larger denominations. In order to permit the Lender to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder, the Pledgor shall promptly execute and deliver (or cause to be executed and delivered) to the Lender all proxies, dividend payment orders and other instruments as the Lender may from time to time request following the occurrence and during the continuance of an Event of Default and the Pledgor acknowledges that the Lender may utilize the power of attorney set forth herein.

The Pledgor hereby authorizes and instructs the Issuer to (i) comply with any instruction received by it from the Lender in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from the Pledgor, and the Pledgor agrees that the Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Equity Interests directly to the Lender.

SECTION 5. REMEDIAL PROVISIONS

5.1 Proceeds to be Turned Over To Lender. If an Event of Default shall occur and be continuing, all Proceeds received by the Pledgor consisting of cash, Cash Equivalents, checks and other near-cash items shall be held by the Pledgor in trust for the Lender, segregated from other funds of the Pledgor, and shall, forthwith upon receipt by the Pledgor, be turned over to the Lender in the exact

form received by the Pledgor (duly endorsed by the Pledgor to the Lender, if required). All Proceeds received by the Lender hereunder shall be held by the Lender in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Lender in a Collateral Account (or by the Pledgor in trust for the Lender) shall continue to be held as collateral security for all the Secured ~~Pledge~~ Obligations and shall not constitute payment thereof until applied as provided in **Section 5.2**.

5.2 Application of Proceeds. Subject to **Section 5.2(b)** below, ~~at such intervals as may be agreed upon by the Pledgor and the Lender, or,~~ if an Event of Default shall have occurred and be continuing, at any time at the Lender's election, the Lender may, notwithstanding the provisions of Section ~~4~~2 of the Note, apply all or any part of the Pledge Collateral and/or net Proceeds thereof (after deducting fees and expenses as provided in **Section 5.3(b)**) realized through the exercise by the Lender of its remedies hereunder, whether or not held in any Collateral Account, in payment of the Secured ~~Pledge~~ Obligations. The Lender shall apply any such Pledge Collateral or Proceeds to be applied in the following order:

(i) first, to the Lender in an amount sufficient to pay in full costs and professionals' and advisors' fees and expenses ~~as~~**incurred in connection with the Note Documents, including those** described in **Section 9.4**;

(ii) second, to the Lender in an amount equal the then unpaid amount of the Secured ~~Pledge~~ Obligations (including principal and accrued uncapitalized interest), in such order and priority as the Lender may choose in its sole discretion; and

(iii) finally, after the Discharge of the Secured ~~Pledge~~ Obligations, to any creditor holding a junior Lien on the Pledged Collateral, or to such Obligor or its representatives or as a court of competent jurisdiction may direct.

Any Proceeds not applied **in accordance with this Section 5.2** shall be held by the Lender as Pledge Collateral **until the Discharge of the Secured Obligations**.

5.3 Code and Other Remedies.

(a) If an Event of Default shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to ~~them~~**it** in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured ~~Pledge~~ Obligations, all rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Pledge Collateral) and all rights under any other applicable law or in equity. Without limiting the generality of the foregoing, the Lender, without demand of performance or other demand, defense, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Pledgor or any other Person (all and each of which demands, presentments, protests, defenses, advertisements and notices are hereby waived), may ~~in such circumstances~~**if an Event of Default has occurred and is continuing** forthwith collect, receive, appropriate and realize upon the Pledge Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give option or options to purchase, or otherwise dispose of and deliver the Pledge Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Lender, on the internet or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Pledge Collateral so sold or to become the licensor of all or any such Pledge Collateral, free of any right or

equity of redemption in the Pledgor, which right or equity is hereby waived and released. For purposes of bidding and making settlement or payment of the purchase price for all or a portion of the Pledge Collateral sold at any such sale made in accordance with the UCC or other applicable laws, including, without limitation, the Bankruptcy Code, the Lender shall be entitled to credit bid and use and apply the Secured ~~Pledge~~ Obligations (or any portion thereof) as a credit on account of the purchase price for any Pledge Collateral payable by the Lender at such sale, such amount to be ~~apportioned ratably~~applied to the Secured ~~Pledge Obligations of the Lender in accordance with their pro rata share of such Secured Pledge~~ Obligations. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Pledge Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Lender may sell the Pledge Collateral without giving any warranties as to the Pledge Collateral. The Lender may specifically disclaim or modify any warranties of title or the like. The foregoing will not be considered to adversely affect the commercial reasonableness of any sale of the Pledge Collateral. The Pledgor agrees that it would not be commercially unreasonable for the Lender to dispose of the Pledge Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Pledge Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Pledgor hereby waives any claims against the Lender arising by reason of the fact that the price at which any Pledge Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Lender accepts the first offer received and does not offer such Pledge Collateral to more than one offeree. The Pledgor further agrees, at the Lender's request, to assemble the Pledge Collateral and make it available to the Lender at places which the Lender shall reasonably select, whether at the Pledgor's premises or elsewhere. The Lender shall have the right to enter onto the property where any Pledge Collateral is located without any obligation to pay rent and take possession thereof with or without judicial process. The Lender shall have no obligation to marshal any of the Pledge Collateral.

(b) The Lender shall deduct from such Proceeds all reasonable **documented out of pocket** costs and expenses of every kind incurred in connection with the exercise of its rights and remedies against the Pledge Collateral or incidental to the care or safekeeping of any of the Pledge Collateral or in any way relating to the Pledge Collateral or the rights of the Lender hereunder, including, without limitation, reasonable documented ~~out-of-pocket~~**out of pocket** attorneys' fees and disbursements. Any net Proceeds remaining after such deductions shall be applied or retained by the Lender in accordance with **Section 5.2**. Only after such application and after the payment by the Lender of any other amount required by any provision of law, including, without limitation, Section 9-615(a) of the UCC, need the Lender account for the surplus, if any, to the Pledgor. If the Lender sells any of the Pledge Collateral upon credit, the Pledgor will be credited only with payments actually made by the purchaser and received by the Lender. In the event the purchaser fails to pay for the Pledge Collateral, the Lender may resell the Pledge Collateral and the Pledgor shall be credited with proceeds of the sale. To the extent permitted by applicable law, the Pledgor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it ~~or them~~ of any rights hereunder.

5.4 Effect of Securities Laws. The Pledgor recognizes that the Lender may be unable to effect a public sale of any or all of the Pledged Equity Interests by reason of certain

prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Lender shall be under no obligation to delay a sale of any of the Pledged Equity Interests for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if the Issuer would agree to do so.

5.5 Deficiency. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Pledge Collateral are insufficient to pay its Secured ~~Pledge~~ Obligations and the fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

SECTION 6. POWER OF ATTORNEY AND FURTHER ASSURANCES

6.1 Lender's Appointment as Attorney-in-Fact, Etc.

(a) The Pledgor hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful proxy and attorney- in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary ~~or desirable~~ to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Lender the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do any or all of the following:

(i) in the name of the Pledgor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys with respect to any Pledge Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due with respect to any other Pledge Collateral whenever payable;

(ii) pay or discharge taxes and Liens levied or placed on or threatened against the Pledge Collateral, effect any repairs or purchase any insurance called for by the terms of the Note Documents and pay all or any part of the premiums therefor and the costs thereof;

(iii) execute, in connection with any sale provided for in ~~Section~~Sections **5.3** or **5.4**, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Pledge Collateral; and

(iv) (1) direct any party liable for any payment under any of the Pledge Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Pledge Collateral; (3) sign and endorse any assignments, verifications, notices and other documents in connection with any of the Pledge Collateral; (4)

commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledge Collateral or any portion thereof and to enforce any other right in respect of any Pledge Collateral; (5) defend any suit, action or proceeding brought against the Pledgor with respect to any Pledge Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Lender may deem appropriate; and (7) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Pledge Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes, and do, at the Lender's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Pledge Collateral and the Lender's security interests therein and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do.

Anything in this **Section 6.1(a)** to the contrary notwithstanding, the Lender agrees that, except as provided in **Section 6.1(b)**, it will not exercise any rights under the power of attorney provided for in this **Section 6.1(a)** unless an Event of Default shall have occurred and be continuing.

(b) If the Pledgor fails to perform or comply with any of its agreements contained herein, the Lender, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement; **provided**, **however**, that unless an Event of Default has occurred and is continuing or would reasonably be expected to occur, the Lender shall not exercise this power without first making demand on the Pledgor and the Pledgor failing to promptly **(and in any event within five Business Days)** comply therewith.

(c) The expenses of the Lender incurred in connection with actions undertaken as provided in this **Section 6.1**, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable under the Note, from the date of payment by the Lender to the date reimbursed by the Pledgor, shall be payable by the Pledgor to the Lender on demand.

(d) The Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until a Discharge of the Secured ~~**Pledge**~~ Obligations.

6.2 Authorization of Financing Statements. The Pledgor acknowledges that pursuant to Section 9-509(b) of the UCC and any other applicable law, the Lender is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Pledge Collateral in such form and in such offices as the Lender reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Lender under this Agreement. The Pledgor agrees that such financing statements may describe the collateral in the same manner as described in the Note Documents or such other description as the Lender, in its sole judgment, determines is necessary or advisable. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Lender agrees that, except following the occurrence and during the continuance of an Event of Default, it shall provide reasonable notice to the Pledgor prior to the filing or recording of any documents or instruments with respect to the Pledge Collateral authorized under this **Section 6.2**.

6.3 Further Assurances. The Pledgor agrees that from time to time, at the expense of the Pledgor, it shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary ~~**or desirable**~~, or that the Lender may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or

purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder in respect of any Pledge Collateral. Without limiting the generality of the foregoing, the Pledgor shall:

(i) file such financing or continuation statements, or amendments thereto and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary ~~or desirable~~, or as the Lender may reasonably request, in order to effect, reflect, perfect and preserve the security interests granted or purported to be granted hereby;

(ii) at the Lender's request, appear in and defend any action or proceeding that may affect the Pledgor's title to or the Lender's interest in all or any part of the Pledge Collateral; and

(iii) furnish the Lender with such information regarding the Pledge Collateral, including, without limitation, the location thereof, as the Lender may reasonably request from time to time.

SECTION 7. LIEN ABSOLUTE; WAIVER OF SURETYSHIP DEFENSES

7.1 Lien Absolute, Waivers.

(a) All rights of Lender hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of, shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all, rights, claims or defenses that it might otherwise have (now or in the future) with respect to, in each case, each of the following (whether or not the Pledgor has knowledge thereof):

(i) the validity or enforceability of any Note Document, any of the Secured ~~Pledge~~ Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by the Lender;

(ii) any renewal, extension or acceleration of, or any increase in the amount of the Secured ~~Pledge~~ Obligations, or any amendment, supplement, modification or waiver of, or any consent to departure from, the Note Documents;

(iii) any failure or omission to assert or enforce or agreement or election not to assert or enforce, delay in enforcement, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under any Note Documents, at law, in equity or otherwise) with respect to the Secured ~~Pledge~~ Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Secured ~~Pledge~~ Obligations;

(iv) any change, reorganization or termination of the corporate structure or existence of the Pledgor ~~or~~, any ~~of its Subsidiaries~~other Borrower and any corresponding restructuring of the Secured ~~Pledge~~ Obligations;

(v) any settlement, compromise, release, or discharge of, or acceptance or refusal of any offer of payment or performance with respect to, or any substitutions for, the

Secured ~~Pledge~~ Obligations or any subordination of the Secured ~~Pledge~~ Obligations to any other obligations;

(vi) the validity, perfection, non-perfection or lapse in perfection, priority or avoidance of any security interest or lien, the release of any or all collateral securing, or purporting to secure, the Secured ~~Pledge~~ Obligations or any other impairment of such collateral;

(vii) any exercise of remedies with respect to any security for the Secured ~~Pledge~~ Obligations (including, without limitation, any collateral, including the Pledge Collateral securing or purporting to secure any of the Secured ~~Pledge~~ Obligations) at such time and in such order and in such manner as the Lender may decide and whether or not every aspect thereof is commercially reasonable and whether or not such action constitutes an election of remedies and even if such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy that the Pledgor would otherwise have and without limiting the generality of the foregoing or any other provisions hereof, the Pledgor hereby expressly waives any and all benefits which might otherwise be available to the Pledgor under applicable law; and

(viii) any other circumstance whatsoever which may or might in any manner or to any extent vary the risk of the Pledgor as an obligor in respect of the Secured ~~Pledge~~ Obligations or which constitutes, or might be construed to constitute, an equitable or legal discharge of the Pledgor **or any other Borrower** for the Secured ~~Pledge~~ Obligations, or of the Pledgor under ~~the~~**any** guarantee contained ~~in this Section 2~~**the Note Documents** or of any security interest granted by the Pledgor, whether in a Bankruptcy Proceeding or in any other instance.

(b) In addition, the Pledgor further waives any and all other defenses, set-offs or counterclaims (other than a defense of payment or performance in full hereunder) which may at any time be available to or be asserted by it, the Pledgor**, any other Borrower** or any Person against the Lender, including, without limitation, failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury.

(c) The Pledgor waives diligence, presentment, protest, marshaling, demand for payment, notice of dishonor, notice of default and notice of nonpayment to or upon the Pledgor or any other Borrower with respect to the Secured ~~Pledge~~ Obligations. Except for notices provided for herein, the Pledgor hereby waives notice (to the extent permitted by applicable law) of any kind in connection with this Agreement or any collateral securing the Secured ~~Pledge~~ Obligations, including, without limitation, the Pledge Collateral. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against the Pledgor, Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Pledgor**, any other Borrower** or any other Person or against any collateral security or guarantee for the Secured ~~Pledge~~ Obligations or any right of offset with respect thereto, and any failure by Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Pledgor**, any other Borrower** or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Pledgor**, any other Borrower** or any other Person or any such collateral security, guarantee or right of offset, shall not relieve the Pledgor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Lender against the Pledgor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

SECTION 8. THE LENDER

8.1 **[Reserved]**.

8.2 **Duty of Lender**. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Pledge Collateral in its possession, under Section 9- 207 of the UCC or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its respective officers, directors, partners, employees, agents, attorneys or other advisors, attorneys-in-fact or affiliates shall be liable for failure to demand, collect or realize upon any of the Pledge Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledge Collateral upon the request of the Pledgor or any other Person or to take any other action whatsoever with regard to the Pledge Collateral or any part thereof. The powers conferred on the Lender hereunder are solely to protect its interests in the Pledge Collateral and shall not impose any duty upon the Lender to exercise any such powers. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates shall be responsible to the Pledgor for any act or failure to act hereunder, except to the extent that any such act or failure to act is found by a final and non-appealable decision of a court of competent jurisdiction to have resulted solely and proximately from their own gross negligence or willful misconduct in breach of a duty owed to the Pledgor.

8.3 **[Reserved]**.

8.4 **Delegation of Duties**. The Lender may perform any and all of its duties and exercise its rights and powers under this Agreement by or through any one or more sub-agents appointed by the Lender. The Lender and any such sub- agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. All of the rights, benefits, and privileges (including the exculpatory and indemnification provisions) of this Article 8 shall apply to any such sub-agent and to any of the Affiliates of the Lender and any such sub-agents, and shall apply to their respective activities as if such sub-agent and Affiliates were named herein in connection with the transactions contemplated hereby and by the Note Documents. Notwithstanding anything herein to the contrary, each sub-agent appointed by the Lender or Affiliate of the Lender or Affiliate of any such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory rights and rights to indemnification) and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of the Borrowers and the Lender, and such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent or Affiliate acting in such capacity.

SECTION 9. MISCELLANEOUS

9.1 **Amendments in Writing**. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Lender, **provided** that any provision of this Agreement imposing obligations on the Pledgor may be waived by the Lender in a written instrument executed by the Lender.

9.2 **Notices**. All notices, requests and demands to or upon the Lender or the Pledgor hereunder shall be effected in the manner provided for in **Section 89(fg)** of the Note.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. The Lender shall not by any act (except by a written instrument pursuant to **Section 9.1**), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 ~~Enforcement Expenses~~Expense Reimbursement; Indemnification. The expense reimbursement provisions of Section 9(f) of the Note are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. The expense reimbursement and indemnification provisions of Section 9(h) of the Note are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

~~.~~

~~(a) The Pledgor agrees to pay or reimburse the Lender for all its costs and expenses incurred in collecting against the Pledgor or otherwise enforcing or preserving any rights under any Note Documents, including, without limitation, the fees and disbursements of counsel to the Lender.~~

~~(b) The Pledgor agrees to pay, and to save the Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Pledge Collateral or in connection with any of the transactions contemplated by this Agreement.~~

~~(c) The Pledgor agrees to pay, and to save the Lender, harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement ("Liabilities") excluding, in all cases, Liabilities to the extent resulting solely from the Lender's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable judgment.~~

~~(d) [reserved].~~

~~(e) The agreements in this Section shall survive the Discharge of the Secured Pledge Obligations and all other amounts payable under the Note Documents.~~

9.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Pledgor and shall inure to the benefit of the Lender and its successors and ~~permitted assigns; provided that the Pledgor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender and any~~

~~such assignment, transfer or delegation without such consent shall be null and void.~~assigns permitted by Section 9(a) of the Note.

9.6 **Set-Off**. The Pledgor hereby irrevocably authorizes the Lender at any time and from time to time while an Event of Default pursuant to **Sections 7(a)~~,~~ or 7(e~~) or 7(f)~~** of the Note shall have occurred and be continuing, without notice to the Pledgor, any such notice being expressly waived by the Pledgor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such party to or for the credit or the account of the Pledgor, or any part thereof in such amounts as the Lender may elect, against and on account of the obligations and liabilities of the Pledgor to the Lender hereunder and claims of every nature and description of the Lender against the Pledgor, in any currency, whether arising hereunder, under any Note Document or otherwise, as the Lender may elect, whether or not the Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. If the Lender exercises any right of set-off, it shall notify the Pledgor promptly of any such set-off and the application made by the Lender of the proceeds thereof, **provided** that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this **Section 9.6** are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

9.7 **Counterparts**. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

9.8 **Severability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.9 **Integration/Conflict**. This Agreement and the other Note Documents represent the entire agreement of the Pledgor, the Lender with respect to the subject matter hereof and thereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. There are no promises, undertakings, representations or warranties by the Lender relative to the subject matter hereof and thereof not expressly set forth or referred to herein or therein.

9.10 **GOVERNING LAW AND VENUE**. THIS AGREEMENT AND ANY AND ALL ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK. THE PLEDGOR HERBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN THE STATE COURTS AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT

SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.11 **Arbitration**. Any dispute, controversy or claim arising out of or relating to this Agreement or the subject matter hereof or thereof, including, but not limited to, any contractual, pre-contractual or noncontractual rights, obligations or liabilities and any question or dispute regarding the existence, validity, formation, effect, interpretation, performance, breach, termination or invalidity hereof or thereof (a "**Dispute**"), shall be finally settled by arbitration. Any arbitration initiated in connection with this **Section 9.11** shall be conducted by the New York office of the American Arbitration Association ("**AAA**") in accordance with AAA Commercial Rules in effect at the time of applying for arbitration ("**AAA Rules**"), except as the AAA Rules conflict with the provisions of this **Section 9.11**, in which event the provisions of this **Section 9.11** shall control. The arbitration tribunal shall consist of three ~~(3)~~ arbitrators, one ~~(1)~~ to be appointed by the claimant, one ~~(1)~~ to be appointed by the respondent and the two ~~(2)~~ arbitrators so appointed shall jointly appoint the third arbitrator. The tribunal shall decide any dispute submitted by the Parties strictly in accordance with the substantive law of the state of New York and shall not apply any other substantive law. Subject to the agreement of the tribunal, any Dispute(s) which arise subsequent to the commencement of arbitration of any existing Dispute(s) shall be resolved by the tribunal already appointed to hear the existing Dispute(s). The arbitration award shall be final, conclusive and binding on each party as from the date rendered. Judgment upon any arbitration award may be entered and enforced in any court having jurisdiction over a party or any of its assets.

9.12 **Acknowledgments**. The Pledgor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Note Documents to which it is a party;

(b) the Lender has no fiduciary relationship with or duty to the Pledgor arising out of or in connection with this Agreement or any of the other Note Documents, and the relationship between the Pledgor, on the one hand, and the Lender, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Note Documents or otherwise exists by virtue of the transactions contemplated hereby among the Pledgor and the Lender.

9.13 **Releases**.

(a) At such time as there has been a Discharge of the Secured ~~**Pledge**~~ Obligations, the Pledge Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Lender and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledge Collateral shall revert to the Pledgor. At the request and sole expense of the Pledgor following any such termination, the Lender shall deliver to the Pledgor any Pledge Collateral held by the Lender hereunder, and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

(b) The Pledgor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement originally filed in connection herewith without the prior written consent of the Lender, subject to the Pledgor's rights under Section 9-509(d)(2) of the UCC.

IN WITNESS WHEREOF, each of the undersigned has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

PLEDGOR:

AMYRIS, INC.

By:_____
Name:
Title:

LENDER:

DSM FINANCE B.V.

By:_____
Name:
Title:

~~**IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Pledge Agreement to be duly executed and delivered as of the date first above written.**~~

~~**PLEDGOR:**~~

~~**AMYRIS, INC.**~~

By:_____
Name:
Title:

~~**LENDER:**~~

~~**DSM FINANCE B.V.**~~

~~**By:**~~_____
~~**Name:**~~
~~**Title:**~~

~~**By:**~~_____
~~**Name:**~~
~~**Title:**~~

Schedule 1

DESCRIPTION OF PLEDGED EQUITY INTERESTS

Pledgor	Issuer	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Issuer
Amyris, Inc.	Amyris RealSweet, LLC	N	N/A	63,480,000	69.00%

Schedule 2

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Delaware

Actions with respect to Pledged Equity Interests

Physical delivery of stock certificate and related stock power of Issuer to the Lender (if applicable).

Schedule 3

PLEDGOR'S EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Exact Legal Name	Jurisdiction of Organization	Organizational I.D.	Chief Executive Office or Sole Place of Business
Amyris, Inc.	Delaware	4768633	5885 Hollis Street, Suite 100~~,~~ Emeryville, CA 94608

Schedule 4

NOTICE ADDRESS OF THE PLEDGOR

AMYRIS, INC.
Attention: ~~**Chief Legal Officer**~~**General Counsel**
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450 0761
Email: ~~**chieflegalofficer**~~**generalcounsel**@amyris.com

with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP
Three Embarcadero Center 28th floor,
San Francisco, CA 94111
Attn: Jon Novotny
Phone: (415) 733 6181
Email: jnovotny@goodwinlaw.com

Exhibit A to Pledge Agreement

INSERT TO LLC/PARTNERSHIP AGREEMENT

Section [˜]. Pledgee's Rights;.

Subdivision 1. Notwithstanding anything contained herein to the contrary, each [Member/Partner] shall be permitted to pledge or hypothecate any or all of its [Units/Partnership Interests], including all Interests, economic rights, control rights and status rights as a [Member/Partner], to any lender to the Company or an affiliate of the Company or any agent acting on such lender's behalf, and any transfer of such [Units/Partnership Interests] pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of [Units/Partnership Interests], the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of any [Member/Partner] and without becoming a [Member/Partner], to exercise the membership/partnership voting rights of the [Member/Partner] granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a [Member/Partner] under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the [Company/Partnership], and shall be bound by all of the obligations, of a [Member/Partner] under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging [Member/Partner] shall cease to be a [Member/Partner] and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a [Member/Partner] shall constitute any necessary approval of such [Member/Partner] under the Act to the foregoing provisions of this Section [˜]. This Section [˜] may not be amended or modified so long as any of the [Units/Partnership Interests] is subject to a pledge or hypothecation without the pledgee's (or the Transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the [Units/Partnership Interests] shall be a third party beneficiary of the provisions of this Section [˜].

EXHIBIT H

(IDENTIFICATION OF OUTSTANDING DIP FACILITY AND/OR FORIS PREPETITION SECURED LOANS THAT ARE AMENDED AND RESTATED OR ROLLED-OVER INTO INDEBTEDNESS OF REORGANIZED AMYRIS AS PART OF THE EXIT FIRST LIEN FACILITY)

As of the date hereof, and subject to modification, the Debtors understand that the Exit Facility First Lien Facility Amount will: (i) be subordinated to approximately $30 million of DIP Facility Claims as a portion of the DIP Facility will remain outstanding as of the Effective Date of the Plan; and (ii) will be comprised of a delayed draw term loan tranche in the amount up to $160,000,000 that will be incorporated into the DIP Facility Loan Agreement.

As of the date hereof, and subject to modification, the Debtors further understand that (a) approximately $30 million of DIP Facility Claims will remain outstanding as of the Effective Date of the Plan, and (b) $20 million of the DIP Facility Claims will be converted into 100% of the New Common Stock of Reorganized Amyris. The remainder of the DIP Facility Claims, and all of the Foris Prepetition Secured Claims held by Foris Ventures, LLC, Perrara Ventures, LLC, Anesma Group, LLC, Anjo Ventures, LLC and Muirisc, LLC, shall neither receive nor retain any property under the Plan and shall be discharged on the Effective Date of the Plan.

(REDLINE IDENTIFICATION OF OUTSTANDING DIP FACILITY AND/OR FORIS PREPETITION SECURED LOANS THAT ARE AMENDED AND RESTATED OR ROLLED-OVER INTO INDEBTEDNESS OF REORGANIZED AMYRIS AS PART OF THE EXIT FIRST LIEN FACILITY)

As of the date hereof, and subject to modification, the Debtors understand that the Exit Facility First Lien Facility Amount will: (i) be subordinated to approximately $~~50~~**30** million of DIP Facility Claims as a portion of the DIP Facility will remain outstanding as of the Effective Date of the Plan; and (ii) will be comprised of a delayed draw term loan tranche in the amount up to $160,000,000 that will be incorporated into the DIP Facility Loan Agreement.

As of the date hereof, and subject to modification, the Debtors further understand that (a) approximately $~~50~~**30** million of DIP Facility Claims will remain outstanding as of the Effective Date of the Plan, and (b) $20 million of the DIP Facility Claims will be converted into 100% of the New Common Stock of Reorganized Amyris. The remainder of the DIP Facility Claims, and all of the Foris Prepetition Secured Claims held by Foris Ventures, LLC, Perrara Ventures, LLC, Anesma Group, LLC, Anjo Ventures, LLC and Muirisc, LLC, shall neither receive nor retain any property under the Plan and shall be discharged on the Effective Date of the Plan.

EXHIBIT I

(EXIT FIRST LIEN FACILITY DOCUMENTS)

(Amended and Restated Loan Agreement)

Execution Version

AMENDED AND RESTATED LOAN AGREEMENT

Originally dated as of August 9, 2023, as amended and restated on May 7, 2024

by and among

AMYRIS, INC., AB TECHNOLOGIES, LLC
and APRINNOVA, LLC,
as Borrowers

THE SUBSIDIARIES OF THE BORROWERS PARTY HERETO,
as Guarantors,

EUAGORE, LLC,
as Administrative Agent,

and

THE LENDERS PARTY HERETO

TABLE OF CONTENTS

Page

SECTION 1	DEFINITIONS AND RULES OF CONSTRUCTION; AMENDMENT AND RESTATEMENT	3
1.1	Definitions	3
1.2	Interpretation	18
1.3	Amendment and Restatement	19
SECTION 2	THE ADVANCES	20
2.1	Advances	20
2.2	Maximum Interest	21
2.3	Default Interest	21
2.4	Payments	21
2.5	Prepayment	22
2.6	Notes	23
2.7	Increased Costs	23
SECTION 3	PRIORITY AND LIENS; NO DISCHARGE	23
3.1	Priority	23
3.2	Automatic Perfection	23
3.3	Collateral	23
3.4	Real Estate Collateral	24
3.5	Liens	25
3.6	Filings	25
3.7	Payment Priority/Subordination	25
3.8	Administrative Agent Remedies	26
3.9	Waiver of Equity Redemption	26
3.10	Preserving Collateral	27
3.11	Power of Attorney	27
3.12	Release	27
SECTION 4	CONDITIONS PRECEDENT TO ADVANCES	28
4.1	Advances	28
4.2	Subsequent Advances	28
SECTION 5	REPRESENTATIONS AND WARRANTIES	29
5.1	Corporate Status; Compliance with Law	29
5.2	Collateral	29
5.3	Organizational Power, Authorization, Enforceable Obligations, Consents	29

TABLE OF CONTENTS
(continued)

Page

5.4	Material Adverse Effect	30
5.5	Actions Before Governmental Authorities	30
5.6	Laws	30
5.7	Information Correct and Current	30
5.8	Tax Matters	30
5.9	Intellectual Property	31
5.10	Financial Accounts	32
5.11	Employee Loans	33
5.12	Capitalization and Subsidiaries	33
5.13	Financial Statements and Projections	33
5.14	Ownership of Property	33
5.15	Labor Matters	33
5.16	Government Regulation	34
5.17	[Reserved.]	34
5.18	Environmental Matters	34
5.19	Insurance	34
5.20	Foreign Assets Control Regulations, Etc	34
5.21	ERISA	35
5.22	Security Documents	35
SECTION 6	INSURANCE; INDEMNIFICATIONS	36
6.1	Coverage	36
6.2	Certificates	36
6.3	Indemnity	36
SECTION 7	COVENANTS	37
7.1	Financial Statements	37
7.2	Management Rights and Inspections	39
7.3	Further Assurances	39
7.4	Indebtedness; Amendments	40
7.5	Collateral; Liens Generally	40
7.6	Investments	40
7.7	Distributions	40
7.8	Transfers	41

TABLE OF CONTENTS
(continued)

Page

7.9	Mergers or Acquisitions	41
7.10	Taxes	41
7.11	Corporate Changes; Maintenance and Conduct of Business; Capital Structure	42
7.12	Deposit Accounts	43
7.13	Subsidiaries	43
7.14	Notification of Default or Event of Default	43
7.15	[Reserved.]	43
7.16	Books and Records	43
7.17	Compliance with Laws and Organizational Documents; Maintenance of Licenses	43
7.18	Intellectual Property	44
7.19	Environmental Matters; Hazardous Material	45
7.20	Lender Calls	45
7.21	Other Reports	45
7.22	No Speculative Transactions	46
7.23	Post Closing	46
SECTION 8	EVENTS OF DEFAULT	46
8.1	Payments	46
8.2	Covenants	46
8.3	Representations	46
8.4	Insolvency	46
8.5	Attachments; Judgments	47
8.6	Other Obligations	47
8.7	Loan Documents	47
8.8	Change in Control	47
8.9	Invalidity	47
8.10	Subordination Provisions	48
8.11	Security Documents	48
SECTION 9	REMEDIES	48
9.1	General	48
9.2	Collection; Foreclosure	49
9.3	Marshalling	49
9.4	Cumulative Remedies	49

TABLE OF CONTENTS
(continued)

Page

SECTION 10	MISCELLANEOUS	50
10.1	Severability	50
10.2	Notice	50
10.3	Entire Agreement; Amendments	51
10.4	No Strict Construction	52
10.5	No Waiver	52
10.6	Survival	52
10.7	Successors and Assigns	52
10.8	Governing Law	52
10.9	Consent to Jurisdiction and Venue	53
10.10	Mutual Waiver of Jury Trial / Judicial Reference	53
10.11	Professional Fees	54
10.12	Confidentiality	54
10.13	Assignment of Rights	55
10.14	Revival of Secured Obligations	55
10.15	Counterparts	55
10.16	No Third-Party Beneficiaries	56
10.17	Publicity	56
10.18	Overpayments	56
10.19	Electronic Signatures	57
10.20	Protective Payments	57
10.21	Set off	57
10.22	[Reserved.]	57
10.23	Additional Waivers	57
SECTION 11	GUARANTY; WAIVERS.	60
11.1	Guaranty	60
11.2	Guaranty Absolute	60
11.3	Waiver	61
SECTION 12	AGENCY	63
12.1	Appointment and Authority	63
12.2	Rights as a Lender	64
12.3	Exculpatory Provisions	64

TABLE OF CONTENTS
(continued)

Page

12.4 Reliance by Administrative Agent 65
12.5 Delegation of Duties 65
12.6 Resignation of Administrative Agent 65
12.7 Non-Reliance on Administrative Agent and Lenders 66
12.8 Administrative Agent May File Proofs of Claim 67
12.9 [Reserved.] 67
12.10 Erroneous Payments 67
12.11 Lender Action 69

EXHIBITS

Exhibit A	Form of Advance Request
Exhibit B	Names, Locations and Other Information
Exhibit C	Intellectual Property
Exhibit D	Financial Accounts
Exhibit E	Form of Global Note
Exhibit F	Form of Joinder Agreement
Exhibit G	Form of Compliance Certificate

SCHEDULES

Schedule 1A	Borrowers; Guarantors
Schedule 1B	Indebtedness
Schedule 1C	Investments
Schedule 1D	Liens
Schedule 2.1	Commitments
Schedule 4.1	Funding conditions
Schedule 5.5	Actions Before Governmental Authorities
Schedule 5.6	Laws
Schedule 5.8	Tax Matters
Schedule 5.9(b)	Intellectual Property Infringement
Schedule 5.9(e)	Intellectual Property Sufficiency
Schedule 5.9(f)	Intellectual Property Litigation
Schedule 5.12(a)	Capitalization
Schedule 5.12(b)	Subsidiaries
Schedule 5.13	Non-GAAP Financial Statements
Schedule 5.14(a)	Real Property
Schedule 5.19	Insurance Policies
Schedule 7.23	Post close conditions

AMENDED AND RESTATED LOAN AGREEMENT

This AMENDED AND RESTATED LOAN AGREEMENT (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, this "Agreement") was originally made as of August 9, 2023 (the "Closing Date"), as amended and restated on May 7, 2024 and is entered into by and among AMYRIS, INC., a Delaware corporation (the "Parent"), and each of the Subsidiaries of the Parent set out in Part 1 of Schedule 1A (together with the Parent, each, a "Borrower" and collectively, the "Borrowers"), the Subsidiaries of the Parent set out in Part 2 of Schedule 1A (and such other Subsidiaries of the Parent that are guarantors, each, a "Guarantor" and collectively, the "Guarantors" and, together with the Borrowers, each an "Obligor" and collectively, the "Obligors") each lender from time to time party hereto (each, a "Lender" and collectively, the "Lenders") and Euagore, LLC, in its capacity as Administrative Agent (the "Administrative Agent").

WHEREAS, on August 9, 2023, the Parent and certain of the Parent's Subsidiaries (each, a "Debtor" and collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code and under the Brazilian Bankruptcy Law (each case of the Parent and each other Debtor, a "Case" and collectively, the "Cases") and continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers requested that the DIP Lenders provide a superpriority multiple-draw senior secured debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed $190,000,000 (the "DIP Facility"), with all of the Borrowers' obligations under the DIP Facility to be guaranteed by each Guarantor, and the DIP Lenders agreed to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein;

WHEREAS, on October 16, 2023, the DIP Facility was approved by the Bankruptcy Court pursuant to the *Final Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing, and (B) to Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Lenders, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 558] (the "Final Order"), which granted, among other things, the Administrative Agent, for itself and for the benefit of the DIP Lenders, a valid, binding, continuing, enforceable, non-avoidable, automatically and properly perfected, first priority priming senior security interest in and lien upon certain collateral (including the Collateral) to secure the Obligors' obligations under the Loan Documents;

WHEREAS, in connection with the Cases, the Debtors and certain creditor parties entered into an Amended and Restated Plan Support Agreement on December 12, 2023, which provides for the implementation of a restructuring involving the Debtors on the terms set forth in the *Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time so long as such amendments are in form and substance acceptable to the Required Lenders, the "Reorganization Plan"), which was filed with the Bankruptcy Court on January 23, 2024;

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the Effective Date occurred;

WHEREAS, pursuant to the Reorganization Plan, the Obligors, the Administrative Agent and the Lenders are amending and restating this Agreement so that, among other things, the Exit Facility Lenders shall make available to the Borrowers additional loans in an aggregate principal amount not to exceed $160,000,000 (the "Exit Facility");

WHEREAS, as of the date immediately before the Restatement Date the aggregate principal amount outstanding under this Agreement was $196,948,649.74 (the "Outstanding Principal"), accrued but unpaid interest of $11,175,172.10 was outstanding ("Accrued DIP Interest") and accrued and unpaid fees and expenses were outstanding (the "DIP Expenses" and together with the Outstanding Principal and the Accrued DIP Interest, the "Pre-Exit DIP Loan Amount");

WHEREAS, pursuant to the Reorganization Plan, (A) the Obligors are assuming, pursuant to this Agreement, $30,000,000 of the Pre-Exit DIP Loan (the "DIP Loan"), (B) $20,000,000 of the Pre-Exit DIP Loan Amount is being assigned to Novotico Ventures, LLC and Novotico Ventures, LLC will exchange such $20,000,000 of the Pre-Exit DIP Loan amount for 100% of the issued and outstanding common stock of Parent, and (C) the remaining balance of the Pre-Exit DIP Loan Amount neither retains nor receives any distribution under the Reorganization Plan and is discharged under the Reorganization Plan;

WHEREAS, as of the Restatement Date, the Foris Pre-Petition Secured Debt (as defined in the Reorganization Plan) will be discharged under the Reorganization Plan;

WHEREAS Amyris Clean Beauty Latam Ltda. and Interfaces Indústria e Comercio de Cosméticos Ltda. filed for voluntary bankruptcy liquidation on February 6, 2024, with the 1st Regional Court of Business and Conflicts Related to Arbitration of the Specialized Forum of the 4th and 10th Administrative Judicial Region (RAJ) of the Court of Justice of the State of São Paulo, Brazil, under Proceeding No. 1000015-20.2024.8.26.0354 (the "Bankruptcy Proceeding") and the bankruptcy decree was approved on February 9, 2024;

WHEREAS Amyris Purificação de Performance do Brasil Ltda. (jointly with Amyris Clean Beauty Latam Ltda. and Interfaces Indústria e Comercio de Cosméticos Ltda., the "Brazilian Obligors") is listed as a Guarantor in the Existing Loan Agreement; however, such company does not have and/or own any business, operations and/or assets;

WHEREAS as a result of the Bankruptcy Proceeding and applicable Brazilian Bankruptcy Law and the fact that Amyris Purificação de Performance do Brasil Ltda. does not have any business, operations and/or assets, the Brazilian Obligors are no longer able to grant any Liens that affects their respective current rights and assets, of any nature and are not Obligors;

WHEREAS, pursuant to the Reorganization Plan, certain Debtors in addition to the Brazilian Obligors were released from their obligations as Borrowers and Guarantors and the Liens created by such Debtors as security for the Secured Obligations were released and discharged (the "Reorganization Releases");

WHEREAS, the Lenders, the Administrative Agent and the Obligors have agreed to (A) certain further amendments to this Agreement, which amendments are reflected herein, and (B) restate the terms of this Agreement for ease of reference;

WHEREAS, the Borrowers and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit to the Borrowers under this Agreement; and

WHEREAS, in connection with the execution and delivery of this Agreement and the other Loan Documents, the Guarantors agree to guarantee the Secured Obligations, and the Obligors agree to secure all of the Secured Obligations by granting to the Administrative Agent, for the benefit of the Secured Parties, a lien and security interest in respect of, and on, substantially all of each their respective assets, on and subject to the terms and priorities set forth in the Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, the parties to this Agreement agree as follows:

SECTION 1 DEFINITIONS AND RULES OF CONSTRUCTION; AMENDMENT AND RESTATEMENT

1.1 Definitions. Unless otherwise defined herein, in this Agreement (including the Recitals) the following capitalized terms have the following meanings:

"Account Control Agreement(s)" means any agreement entered into by and among the Administrative Agent, any Obligor and a third party bank or other institution in which any Obligor maintains a Deposit Account or an account holding Investment Property and which grants the Administrative Agent a perfected security interest in the subject account or accounts.

"Accrued DIP Interest" has the meaning set forth in the Recitals.

"Administrative Agent" has the meaning set forth in the Preamble.

"Advance" means any DIP Advance made or advanced by the DIP Lenders before the Restatement Date and any Exit Advance made or advanced by the Exit Lenders, under this Agreement.

"Advance Date" means the funding date of any Advance.

"Advance Request" means a request for an Advance submitted by the Parent to the Administrative Agent (on behalf of the Lenders), substantially in the form set out in Exhibit A.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and under "common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"After-Acquired Intellectual Property" has the meaning set forth in Section 7.18(f).

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

"Anti-Terrorism Order" means Executive Order No. 13,224 as of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49,079 (2001), as amended.

"Asset Sale" means any Transfer or series of related Transfers of property under clauses (ii) and (viii) of the definition of Permitted Transfers.

"Assignee" has the meaning set forth in Section 10.13.

"Available Exit Commitment" means at any time on and after the Restatement Date, an amount equal to the aggregate Exit Commitments minus the aggregate initial principal amount of all Exit Advances made immediately before such time.

"Availability Period" means, with respect to the Exit Facility, the period from and including the Restatement Date through the Maturity Date.

"Bankruptcy Code" shall mean Title 11, U.S.C., as now or hereafter in effect, or any successor thereto. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Cases from time to time.

"Bankruptcy Law" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"Bankruptcy Proceeding" has the meaning set forth in the Recitals.

"Board of Directors" means with respect to (i) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (ii) a partnership, the board of directors or managing member or members, as applicable, of the general partner of the partnership, (iii) a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (iv) any other Person, the board or committee of such Person serving a similar function.

"Borrowers" has the meaning set forth in the Preamble.

"Borrower Products" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by any Obligor or which any Obligor intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by any Obligor since their respective incorporations.

"Brazilian Obligors" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday and any other day on which banking institutions in the State of New York are closed for business.

"Capital Stock" means: (i) in the case of a corporation, corporate stock or shares; (ii) in the case of an association or business entity other than a corporation, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Cases" has the meaning set forth in the Recitals.

"Cash" means all cash and liquid funds.

"Cash Equivalents" means, as of any date of determination, any of the following: (i) marketable securities (a) issued or directly and unconditionally guaranteed as to interest and principal by the United States Government, or (b) issued by any agency of the United States, the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one year after such date; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision

of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service; (iii) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service; (iv) certificates of deposit or bankers' acceptances maturing within one year after such date and issued or accepted by the Administrative Agent or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (a) is at least "adequately capitalized" (as defined in the regulations of its primary federal banking regulator), and (b) has Tier 1 capital (as defined in such regulations) of not less than $100,000,000; and (v) shares of any money market mutual fund that (a) has substantially all of its assets invested continuously in the types of investments referred to in clauses (i) and (ii) above, (b) has net assets of not less than $500,000,000, and (c) has the highest rating obtainable from either Standard & Poor's Corporation or Moody's Investors Service.

"Change in Control" means, except as expressly contemplated by, and a result of the transactions set forth in, the Reorganization Plan, (i) any reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of the Parent, or any sale or exchange of outstanding Capital Stock (or similar transaction or series of related transactions) of the Parent, in each case under this clause (i) in which the holders of the Parent's outstanding Capital Stock immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, directly or indirectly, retain shares representing more than 50% of the voting power of the surviving entity of such transaction or series of related transactions, in each case without regard to whether the Parent is the surviving entity, (ii) any sale of all or substantially all of the assets of the Group Members in one transaction or a series of related transactions, and (iii) the Parent fails to own, directly or indirectly, 100% of the Capital Stock of any of its Subsidiaries.

"Closing Date" has the meaning set forth in the Preamble.

"Collateral" means the property described in Section 3.3 and words of similar intent, and in any of the Security Documents, and shall include all present and after acquired assets and property, whether real, personal, tangible, intangible or mixed of the Obligors, wherever located, on which Liens are or are purported to be granted pursuant to the Security Documents to secure the payment and performance of the Secured Obligations.

"Collateral IP" means all Intellectual Property other than Excluded Intellectual Property.

"Commitment" means with respect to each Lender on any date, the commitment of such Lender on such date to make Advances, in each case in accordance with the terms of this Agreement, expressed as an amount representing the maximum principal of such Advance, or participation therein. The initial amount of such Lender's Commitment is set forth on Schedule 2.1.

"Compliance Certificate" means a compliance certificate in the form of Exhibit G.

"Confidential Information" has the meaning set forth in Section 10.12.

"Confirmation Order" means the order entered by the Bankruptcy Court confirming the Reorganization Plan pursuant to section 1129 of the Bankruptcy Code.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any Indebtedness or other obligations of another Person, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold

with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; *provided*, *however*, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; *provided*, *however*, that such amount shall not in any event exceed the maximum amount of the Secured Obligations under the guarantee or other support arrangement.

"Copyright License" means any written agreement granting (i) any right to exploit any Copyright, now owned or hereafter acquired by any Group Member or in which any Group Member now holds or hereafter acquires any interest, (ii) an immunity from suit under any Copyright, or (iii) an option to any of the foregoing.

"Copyrights" means all copyrights, whether registered or unregistered and published or unpublished, including copyrights in software, internet web sites, databases and the content thereof, held pursuant to the laws of the United States, any State thereof, or of any other country.

"Debt Transaction" means, with respect to Parent or any Subsidiary, any sale, issuance, placement, assumption or guaranty of funded Indebtedness (other than pursuant to this Agreement), whether or not evidenced by a promissory note or other written evidence of Indebtedness, other than Permitted Indebtedness.

"Debtor" and "Debtors" shall have the meaning given in the Recitals.

"Default" means any event which, with the passage of time or notice or both, would, unless cured or waived hereunder, become an Event of Default.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the UCC, and includes any checking account, savings account, or certificate of deposit.

"DIP Advance" means any Advance made by a DIP Lender under the DIP Facility before the Restatement Date.

"DIP Collateral" means the Collateral securing the DIP Obligations.

"DIP Commitment" means, as to any Lender, the obligation of such Lender, if any, to make a DIP Advance to the Borrowers before the Restatement Date in an aggregate principal amount not to exceed the amount of "DIP Commitments" set out next to its name in Schedule 2.1.

"DIP Expenses" has the meaning set forth in the Recitals.

"DIP Facility" has the meaning set forth in the Recitals.

"DIP Lender" means each Lender that has a DIP Commitment or holds a DIP Advance.

"DIP Loan" has the meaning set forth in the Recitals.

"DIP Obligations" means the Secured Obligations relating to the DIP Loan and all amounts of interest, fees, expenses and other amounts due thereon.

"DIP Orders" means collectively, the Interim Order and the Final Order.

"DIP Percentages" means at any time after the Restatement Date, the percentage which the aggregate principal amount of a DIP Lender's DIP Advances then outstanding constitutes of the aggregate principal amount of the DIP Loan then outstanding.

"Disqualified Stock" means, with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event: (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise; (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of the issuer or a Subsidiary; provided, that any such conversion or exchange will be deemed an incurrence of Indebtedness or Disqualified Stock, as applicable); or (iii) is redeemable at the option of the holder thereof, in whole or in part.

"Dollars" and "$" means the lawful currency for the time being of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"DSM" means DSM Finance B.V., a company incorporated under the laws of the Netherlands.

"DSM Collateral" means the "Pledge Collateral" as defined in the DSM Pledge Agreement as in effect at the Restatement Date, as amended, modified, supplemented, restated or waived to the extent permitted by this Agreement.

"DSM Note" means that certain Note between the Parent and DSM, in the form delivered under Section 4.1, as amended, modified, supplemented, restated or waived to the extent permitted by this Agreement.

"DSM Note Documents" means the DSM Note, the DSM Pledge Agreement and any other agreement or arrangement entered into in connection with the DSM Note or the DSM Pledge Agreement, as the same may from time to time be amended, modified, supplemented or restated.

"DSM Pledge Agreement" means that certain Amended and Restated Pledge Agreement over certain interests held by the Parent in Amyris RealSweet, LLC, made between the Parent and DSM and originally dated December 12, 2022, in the form delivered under Section 4.1, as amended, modified, supplemented, restated or waived to the extent permitted by this Agreement.

"Effective Date" has the meaning set forth in the Reorganization Plan.

"Environmental Laws" means all applicable federal, state, local and foreign Laws, statutes, ordinances, codes, rules, legally binding standards and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable non-appealable judicial or administrative interpretation thereof, including any applicable legally binding judicial or administrative order, consent decree or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of human health and safety (to the extent related to exposure to Hazardous Materials), the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

"Environmental Liabilities" means, with respect to any Person, all liabilities, obligations, costs, losses, damages, fine, penalties and expenses (including all fees, disbursements and expenses of counsel, experts and consultants), incurred as a result of or related to any claim, suit, action, investigation, proceeding or demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, arising under or related to any Environmental Laws or permits, or in connection with any Release or threatened Release or presence of a Hazardous Material whether on, at, in, under, from or about or in the vicinity of any real or personal property.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Affiliate" means, with respect to each Group Member, any trade or business (whether or not incorporated) which, together with such Group Member, is treated as a single employer within the meaning of Sections 414(b) or (c) of the IRC (or, solely for purposes of Section 302 of ERISA or Sections 412 and 430 of the IRC, Section 414(m) or (o) of the IRC).

"ERISA Plan" means, at any time, an employee benefit plan, as defined in Section 3(3) of ERISA, which any Group Member maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any such Person (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be an employee benefit plan of such Person).

"Event of Default" has the meaning set forth in Section 8.

"Excluded Intellectual Property" means United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to the Administrative Agent or any Lender or required to be withheld or deducted from a payment to the Administrative Agent or any Lender, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of the Administrative Agent or any Lender being organized under the laws of, or having its principal office or, in the case of the Administrative Agent or any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) imposed as a result of a present or former connection between the Administrative Agent or any Lender and the jurisdiction imposing such Tax (other than connections arising from the Administrative Agent or any Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or Loan Document), (ii) in the case of the Administrative Agent or any Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Administrative Agent or any Lender with respect to an applicable interest in any Advance or Commitment pursuant to a law in effect on the date on which (a) the Administrative Agent or any Lender acquires such interest in any Advance or Commitment or (b) the Administrative Agent or any Lender changes its lending office, except, in each case, to the extent that, pursuant to Section 7.10, amounts with respect to such Taxes were payable either to the Administrative Agent or any Lender's assignor immediately before the Administrative Agent or any Lender became a party hereto or to the Administrative Agent or any Lender immediately before it changed its lending office, and (iii) imposed as a result of failure by the Administrative Agent or any Lender, upon prior written request therefor, to provide the Obligors with a duly executed IRS Form W-9 or appropriate IRS From W-8.

"Existing Loan Agreement" has the meaning set forth in Section 1.3(a).

"Exit Advances" means any Advance made by an Exit Lender pursuant to Section 2.1.

"Exit Collateral" means the Collateral securing the Exit Obligations.

"Exit Commitment" means, as to any Lender, the obligation of such Lender, if any, to make an Exit Advance to the Borrowers in an aggregate principal amount not to exceed the amount of "Exit Commitments" set out next to its name in Schedule 2.1.

"Exit Facility" has the meaning set forth in the Recitals.

"Exit Lender" means each Lender that has an Exit Commitment or holds an Exit Advance.

"Exit Loan" means the aggregate Exit Advances made under this Agreement.

"Exit Obligations" means the Secured Obligations relating to the Exit Advances and all amounts of interest, fees, expenses and other amounts due thereon.

"Exit Percentages" means as to any Exit Lender which holds an Exit Commitment or Exit Advance at the Restatement Date at any time, the percentage which such Exit Lender's Exit Commitment then constitutes of the aggregate Exit Commitments (or, at any time after the Restatement Date, the percentage which the aggregate principal amount of such Lender's Exit Advances then outstanding constitutes of the aggregate principal amount of the Exit Advances then outstanding).

"Facility" means the DIP Facility and the Exit Facility, as appropriate and "Facilities" means both of them.

"Financial Statements" means the financial statements and reports described in Sections 7.1(b) and (c).

"Final Order" has the meaning set forth in the Recitals.

"Foreign Security Documents" means the Spanish Security Documents and such other Security Documents and other documents and instruments as the Administrative Agent may require the Obligors to enter into in pursuant to Section 7.23.

"Foreign Subsidiary" means any Subsidiary other than a Subsidiary organized or formed under the laws of any state within the United States or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time; *provided*, that the definitions set forth in this Agreement and any financial calculations required by the Loan Documents shall be computed to exclude any change to lease accounting rules from those in effect pursuant to Financial Accounting Standards Board Accounting Standards Codification 840 (Leases) and other related lease accounting guidance as in effect on the Closing Date.

"Global Note" means any intercompany note evidencing the payment obligations of any Subsidiary for all amounts transferred after the Closing Date by any Obligor to any Group Member, substantially in the form set out in Exhibit E.

"Governmental Approval" means any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Group Members" means the Obligors and their respective Subsidiaries from time to time and "Group Member" means any of them.

"Hazardous Material" means hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other similar substance to the extent each of the foregoing is regulated by any Environmental Law.

"Indebtedness" means indebtedness of any kind including, without limitation (i) all indebtedness for borrowed money or the deferred purchase price of property or services, including reimbursement and other obligations with respect to surety bonds and letters of credit, (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, (iii) all capital lease obligations, (iv) all Contingent Obligations, and (v) Disqualified Stock.

"Indemnified Person" has the meaning set forth in Section 6.3.

"Indemnified Taxes" means (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document and (ii) to the extent not otherwise described in (i), Other Taxes.

"Intellectual Property" means all of each Group Member's (i) rights anywhere in the world in and to Copyrights; Trademarks; Patents; Licenses; trade secrets, confidential and proprietary information, including know-how, manufacturing and production processes and techniques, research and development information, databases and data, customer and supplier lists and information; inventions; mask works; domain names and social media identifiers; all other intellectual and industrial property rights of any type; and the rights to sue for past, present and future infringement, misappropriation or other violation of any of the foregoing and any harm to the goodwill associated therewith, and (ii) all tangible embodiments of the foregoing.

"Interest Payment Date" has the meaning set forth in Section 2.1(c).

"Interest Rate" means an interest rate of 6.0 % (six percent) per annum.

"Interim Order" means the following order of the Bankruptcy Court, *Interim Order (I) Authorizing the Debtors (A) To Obtain Postpetition Financing and (B) To Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Dkt. No. 54].

"Investment" means any beneficial ownership (including stock, partnership or limited liability company interests) of or in any Person, or any loan, advance or capital contribution to any Person or the acquisition of all, or substantially all, of the assets or a business line or division of another Person or the purchase of any assets of another Person for greater than the fair market value of such assets to solely the extent of the amount in excess of the fair market value.

"Involuntary Disposition" means the receipt by Parent or any Subsidiary of any cash insurance proceeds or condemnation awards payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of its real or personal property.

"IP Security Agreement" means each certain Intellectual Property Security Agreement entered into between an Obligor and Administrative Agent in accordance with this Agreement.

"IRC" means the Internal Revenue Code of 1986, as amended, and any successor thereto (unless otherwise specified therein).

"IRS" means the Internal Revenue Service, or any successor thereto.

"Joinder Agreements" means for each Subsidiary that is required to be a Guarantor, a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit F.

"Laws" means any federal, state, local and foreign statute, law, treaty, judicial decision, regulation, guidance, guideline, ordinance, rule, judgment, order, decree, code, injunction, permit, concession, grant, franchise, governmental (or quasi-governmental) agreement, governmental (or quasi-governmental) restriction or determination of an arbitrator, court or other Governmental Authority (whether or not having the force of law), whether now or hereafter in effect.

"Leland Property" means the commercial scale production facility located in Leland, North Carolina.

"Lender" has the meaning set forth in the Preamble.

"Liabilities" has the meaning set forth in Section 6.3.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest; *provided*, that for the avoidance of doubt, licenses, strain escrows and similar provisions in collaboration agreements, research and development agreements that do not create or purport to create a security interest, encumbrance, levy, lien or charge of any kind shall not be deemed to be Liens for purposes of this Agreement.

"Litigation" has the meaning set forth in Section 5.5.

"Loan" means the aggregate of the DIP Loan and the Exit Loan.

"Loan Documents" means this Agreement, each Global Note, the Notes (if any), the Account Control Agreements, the Joinder Agreements, all UCC financing statements, each Security Document and any other documents executed or delivered in connection with the Secured Obligations or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

"Majority DIP Lenders" means, at any time, DIP Lenders who hold more than 50% of the principal sum of all the DIP Loan then outstanding.

"Majority Exit Lenders" means, at any time, Exit Lenders who hold more than 50% of the principal sum of all Exit Advances then outstanding.

"Material Adverse Effect" means a material adverse effect upon: (i) the business, operations, properties, assets, or condition (financial or otherwise) of any of the Obligors; or (ii) the ability of any of the Obligors to perform the Secured Obligations in accordance with the terms of the Loan Documents, or the ability of the Administrative Agent or any Lender to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or the Administrative Agent's Liens on the Collateral or the priority of such Liens.

"Maturity Date" means the date falling five years from the Restatement Date.

"Maximum Rate" has the meaning set forth in Section 2.2.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, on Real Estate of an Obligor, including any amendment, restatement, modification or supplement thereto.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, and to which any Group Member or any ERISA Affiliate is making, is obligated to make, has made or been obligated to make, contributions on behalf of participants who are or were employed by any of them.

"Net Cash Proceeds" means the aggregate proceeds paid in Cash or Cash Equivalents received by Parent or any of its Subsidiaries in connection with any Asset Sale, net of (i) direct costs incurred in connection therewith (including legal, accounting and investment banking fees and expenses, sales commissions and underwriting discounts), (ii) estimated or other taxes paid or payable (including sales, use or other transactional taxes and any net marginal increase in income taxes) as a result thereof, (iii) the amount to retire any Indebtedness secured by a Permitted Lien on the related property, and (iv) amounts which are required to be placed in escrow unless and until such amounts are released to the Parent or one or more of its Subsidiaries. For purposes hereof, "Net Cash Proceeds" includes any Cash or Cash Equivalents received upon the disposition of any non-cash consideration received by Parent or any of its Subsidiaries in any Asset Sale.

"Note" means each note which may be issued hereunder in accordance with Section 2.6.

"Obligor" has the meaning given to it in the Preamble.

"OFAC" has the meaning set forth in Section 5.20(a).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document.

"Parent" has the meaning set forth in the Preamble.

"Patent License" means any written agreement in which any Group Member now holds or hereafter acquires any interest that (i) grants any right with respect to any invention or any Patent, (ii) agrees to refrain from asserting or grants immunity from suit under any Patent or invention, or (iii) grants an option to any of the foregoing.

"Patents" means all letters patent, or rights corresponding thereto, in the United States or in any other country, all applications (including provisional, continuation (in-whole or in-part), and divisional applications) for the foregoing and any other pre-grant variations thereof, and all reissues, reexaminations,

renewals, reviews, extensions and other post-grant variations thereof in the United States or any other country.

"Permitted Indebtedness" means (i) Indebtedness of the Obligors in favor of the Secured Parties under the Loan Documents; (ii) Indebtedness existing on the Closing Date which is disclosed in Schedule 1B; (iii) Indebtedness of up to $1,000,000 (or its equivalent in other currencies) outstanding at any time secured by a Lien described in clause (vii) of the defined term "Permitted Liens,"; provided such Indebtedness does not exceed the cost of the Equipment and related expenses financed with such Indebtedness; (iv) Indebtedness to trade creditors incurred in the ordinary course of business due within 90 days; (v) Indebtedness that also constitutes a Permitted Investment; (vi) Indebtedness incurred under credit cards in an aggregate amount not exceeding $250,000 (or its equivalent in other currencies) at any time outstanding provided such amounts are paid in full each month; (vii) [reserved]; (viii) [reserved]; (ix) [reserved]; (x) [reserved]; (xi) Contingent Obligations that are guarantees of Indebtedness described in clauses (i) through (x) or other obligations of others that do not otherwise constitute Indebtedness; (xii) extensions, refinancings and renewals of (A) the DSM Note, with the prior written consent of the Required Lenders, and (B) any items of Permitted Indebtedness under clauses (ii) or (iii) above (other than the DSM Note); *provided*, that the principal amount thereof is not increased or the terms modified to impose materially more burdensome terms upon any Group Member.

"Permitted Intellectual Property Licenses" means (i) licenses of Intellectual Property rights granted by any Group Member that are in existence at the Restatement Date and described in Exhibit C, and (ii) non-perpetual licenses of Intellectual Property rights granted by any Group Member in the ordinary course of business on arm's length terms consisting of the licensing of technology, the development of technology or the providing of technical support which may include licenses with unlimited renewal options solely to the extent such options require mutual consent for renewal or are subject to financial or other conditions as to the ability of licensee to perform under the license; in each case provided such license (A) was not entered into during continuance of an Event of Default, and (B) has had the prior approval of the Board of Directors of the Parent.

"Permitted Investment" means: (i) Investments existing on the Restatement Date which are disclosed in Schedule 1C; (ii) (a) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof, (b) commercial paper maturing no more than one year from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than one year from the date of investment therein, and (d) money market accounts; (iii) [reserved]; (iv) Investments accepted in connection with Permitted Transfers (other than between Group Members); (v) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of the Group Members' business; (vi) Investments (other than between Group Members) consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers in the ordinary course of business and consistent with past practice; (vii) [reserved]; (viii) [reserved]; (ix) Investments by Obligors in Obligors which are Domestic Subsidiaries; (x) Investments by Parent or any Obligor which is a Domestic Subsidiary in any Foreign Subsidiary which (A) is not an Obligor, in such amounts as may be agreed in writing by the Administrative Agent from time to time, and (B) is an Obligor, in an aggregate amount which, when aggregated with Permitted Transfers under clause (vi)(B) of that definition, in such amounts as may be agreed in writing by the Administrative Agent from time to time and which in each case is evidenced by a Global Note or Pledged Equity (as applicable); (xi) [reserved]; (xii) [reserved]; (xiii) Permitted Intellectual Property Licenses; and (xiv) additional Investments that do not exceed $250,000 (or its equivalent in other currencies) in the aggregate at any time outstanding.

"Permitted Liens" means any and all of the following: (i) Liens in favor of the Administrative Agent; (ii) Liens existing or pending on the Restatement Date which are disclosed in Schedule 1D; (iii) Liens for taxes, fees, assessments or other governmental charges or levies assessed against any Group Member, either not delinquent or being contested in good faith by appropriate proceedings; *provided*, that such Group Member maintains adequate reserves therefor in accordance with GAAP; (iv) Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of business; *provided*, that the payment thereof is not yet required; (v) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default; (vi) the following deposits, to the extent made in the ordinary course of business: deposits under workers' compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens arising under ERISA or environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds; (vii) Liens on Equipment or software or other intellectual property constituting purchase money Liens and Liens in connection with capital leases, in each case securing Indebtedness permitted in clause (iii) of the definition of "Permitted Indebtedness"; (viii) [reserved]; (ix) leasehold interests in leases or subleases and licenses granted in the ordinary course of a Group Member's business and not interfering in any material respect with the business of the licensor; (x) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due; (xi) [reserved]; (xii) statutory and common law rights of set-off and other similar rights as to deposits of cash and securities in favor of banks, other depository institutions and brokerage firms; (xiii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property; (xiv) [reserved]; (xv) [reserved]; (xvi) [reserved]; (xvii) [reserved]; (xviii) [reserved]; (xix) Liens incurred in connection with the extension, renewal or refinancing of Permitted Indebtedness secured by Liens of the type described in clause (vii) above; *provided*, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereof) does not increase.

"Permitted Transfers" means(i) dispositions of inventory sold, and Permitted Intellectual Property Licenses, in each case, in the ordinary course of business; (ii) licenses, strain escrows and similar arrangements for the use of Intellectual Property in the ordinary course of business in connection with collaboration agreements, research and development agreements and joint venture agreements and on arms' length terms provided that (1) each such license, strain escrow or similar arrangements must have the prior approval of the Board of Directors of the Parent, and (2) any Collateral IP subject to any such license, strain escrow or similar arrangement must at all times, be subject to the Lien of the Administrative Agent (on behalf of the Secured Parties); (iii) dispositions of worn-out, obsolete or surplus property at fair market value in the ordinary course of business; (iv) dispositions of accounts or payment intangibles (each as defined in the UCC) resulting from the compromise or settlement thereof in the ordinary course of business for less than the full amount thereof; (v) Transfers by any Obligor to any Obligor which is a Domestic Subsidiary; (vi) Transfers from Parent or any Obligor which is a Domestic Subsidiary to any Foreign Subsidiary which (A) is not an Obligor, in an amount agreed in writing by the Administrative Agent from time to time, and (B) is an Obligor, in an amount agreed in writing by the Administrative Agent from time to time and which in each case is evidenced by a Global Note or Pledged Equity, as applicable; (vii) [reserved]; and (viii) so long as no Default or Event of Default has occurred and is continuing, other Transfers of assets which have a fair market value of not more than $250,000 (or its equivalent in other currencies) in the aggregate in any fiscal year of Parent.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

"Plan" means, at any time, an employee benefit plan, as defined in Section 3(3) of ERISA, which any Obligor or any of its Subsidiaries maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any such Person (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be an employee benefit plan of such Person).

"Pledged Equity" has the meaning set forth in the Security Agreement.

"Pre-Exit DIP Loan Amount" has the meaning given to that term in the Recitals.

"Projections" means the Parent's forecasted consolidated (a) balance sheets; (b) profit and loss statements (which shall report revenue, gross margin, EBITDA and net income); (c) cash flow statements; and (d) capitalization statements, together with appropriate supporting details and a statement of underlying assumptions.

"Qualified Plan" means a Plan which is intended to be tax-qualified under Section 401(a) of the IRC.

"Real Estate" means any real property owned, leased, subleased or used by any Person.

"Real Estate Deliverables" means in respect of any Real Estate mortgaged and pledged to secure the Secured Obligations (including the Leland Property): (i) a Mortgage in form and substance reasonably satisfactory to the Administrative Agent, (ii) evidence that a counterpart of such Mortgage has been recorded in the place necessary, in the Administrative Agent's reasonable judgment, to create a valid and enforceable Lien in favor of the Administrative Agent for the benefit of itself and the Secured Parties, subject to Permitted Liens; (iii) a mortgagee's title policy; (iv) a survey prepared and certified to the Administrative Agent by a surveyor reasonably acceptable to the Administrative Agent; (v) an opinion of counsel in the state in which such Real Estate is located in form and substance and from counsel reasonably satisfactory to the Administrative Agent; (vi) if any such parcel of Real Estate is determined by the Administrative Agent to be in a flood zone, a flood notification form signed by the Obligors and evidence that flood insurance is in place for the building and contents, all in form and substance satisfactory to the Administrative Agent; and (vii) such other information, documentation, and certifications with respect to the Real Estate as may be reasonably required by the Administrative Agent; *provided* that the Administrative Agent may waive any of the foregoing (i) through (vii) in its sole discretion.

"Release" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material into or through the environment.

"Reorganization Plan" has the meaning set forth in the Recitals.

"Reorganization Releases" has the meaning set forth in the Recitals.

"Representatives" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, brokers, trustees, administrators, managers, advisors and representatives, including accountants, auditors, and legal counsel of such Person and of such Person's Affiliates.

"Required Lenders" means, at any time, Lenders holding in the aggregate at least 50.1% of the sum of the aggregate outstanding Advances and, if the Commitments have not been terminated, aggregate Commitments, of all Lenders.

"Restatement Date" has the meaning set forth in Section 4.1.

"Restructuring Transactions" has the meaning set forth in the Reorganization Plan.

"Sanctioned Person" means any individual, entity or other Person that (i) is listed on any applicable sanctions-related list of designated or restricted persons, including without limitation Persons identified on OFAC's Specially Designated Nationals and Blocked Persons List and Persons who are blocked pursuant to Section 1 of the Anti-Terrorism Order; (ii) is located, organized or resident in a country or territory which itself is subject to comprehensive economic and trade sanctions (currently, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine and the so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine) (each, a "Sanctioned Region"); (iii) is, or is a representative, instrumentality or part of, the government of any Sanctioned Region or of Venezuela; or (iv) is owned or controlled by, or acting or purporting to act, directly or indirectly, for, on behalf of or for the benefit of any Person described in clauses (i) through (iv).

"SEC" means the United States Securities and Exchange Commission.

"Secured Obligations" means all of the Obligors' obligations and liabilities under the Loan Documents, whether the same are secured or unsecured, including the unpaid principal of and interest on (including interest accruing after the maturity of the Advances, any interest, fees, costs, expenses and indemnities accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor, whether or not a claim for post-filing or post-petition interest, fees, costs, expenses or indemnities is allowed or allowable in such proceeding) the Advances and all other obligations and liabilities of any Obligor to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all reasonable fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by any Obligor pursuant hereto) or otherwise and including all indemnity claims of the Administrative Agent and the Lenders pursuant to Section 6.3 and any obligation to pay any amount whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (whether or not accruing after the filing of any case under the Bankruptcy Code and whether or not a claim for post-filing or post-petition interest, fees and charges is allowed or allowable in any such proceeding).

"Secured Parties" means collectively, the Lenders, the Administrative Agent, any other holder from time to time of any of the Secured Obligations and, in each case, their respective successors and permitted assigns.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Security Agreement" means that certain Security Agreement dated on or about the Closing Date made between the Administrative Agent and the Obligors party thereto.

"Security Documents" means the collective reference to the DIP Orders, the Security Agreement, the Account Control Agreements, each IP Security Agreement, all Mortgages and all other deeds of trust,

security agreements, pledge agreements, assignments, control agreements, financing statements and other documents as shall from time to time secure or relate to the Secured Obligations or any other obligation arising under any Loan Document or any part thereof, in each case, executed by any Obligor or any Subsidiary.

"Self Bankruptcy-Proceeding" has the meaning set forth in the Recitals.

"Spanish Civil Code" means the Spanish Civil Code published by virtue of the Royal Decree of 24 July 1889 (*Real decreto de 24 de julio de 1889 por el que se publica el Código Civil*), as amended from time to time.

"Spanish Civil Procedural Law" means Law 1/2000 of 7 January (*Ley de Enjuiciamiento Civil*), as amended from time to time.

"Spanish Commercial Code" means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885 (*Real decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*), as amended from time to time.

"Spanish Companies Law" means the Royal Legislative Decree 1/2010, of 2 July, whereby the companies act is approved (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*), as amended from time to time.

"Spanish Insolvency Law" means the Royal Legislative Decree 1/2020, of 5 May, approving the Consolidated Text of the Spanish Insolvency Law (*Real Decreto-Legislativo 1/2020, de 5 de mayo, por el que se aprueba el Texto Refundido de la Ley Concursal*), as amended from time to time and, in particular but not limited to, pursuant to the Spanish Law 16/2022, of 5 September, amending the consolidated text of the Spanish Insolvency Law (*Ley 16/2022, de 5 de septiembre, de reforma del texto refundido de la Ley Concursal*).

"Spanish Security Documents" means the Spanish law documents entered into as security for this Agreement, including the Spanish Pledge Agreement and the irrevocable power of attorney granted in connection with the Spanish Pledge Agreement.

"Spanish Pledge Agreement" means the Spanish law pledge over inventory entered into between the Obligors and the Administrative Agent.

"Spanish Public Document" means a Spanish law notarial deed (*documento público*), being either an *escritura pública* or a *póliza* or *intervenido por notario español*.

"Subsidiary" means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which any Group Member owns or controls 50.1% or more of the outstanding voting securities, including each entity listed on Schedule 5.12(b). Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrowers.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Total DIP Commitments" means, at any time, the aggregate DIP Commitments at such time, as they may be reduced from time to time in accordance with this Agreement. At the Restatement Date, the amount of the Total DIP Commitments is zero.

"Total Exit Commitments" means, at any time, the aggregate Exit Commitments at such time, as they may be reduced from time to time in accordance with this Agreement. At the Restatement Date, the amount of the Total Exit Commitments is $160,000,000.

"Trademark License" means any written agreement (i) granting any right to use any Trademark, now owned or hereafter acquired by any Group Member or in which any Group Member now holds or hereafter acquires any interest, (ii) agreeing to refrain from asserting or granting immunity under any Trademark, (iii) to coexist, or (iv) granting an option to any of the foregoing.

"Trademarks" means all trademarks, service marks, domain names, trade names, business names, corporate names, trade dress, logos, designs, slogans, or other indicia of source or origin, whether registered, common law or otherwise, and any applications, recordings, renewals and other post-grant variations of any of the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, together, in each case, with the goodwill associated therewith or symbolized thereby.

"Transfer" has the meaning set forth in Section 7.8.

"UCC" means the Uniform Commercial Code, as the same is, from time to time, be enacted and in effect in the State of New York; *provided*, that, to the extent that the UCC is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; *provided further*, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Administrative Agent's lien on any Collateral is governed by the Uniform Commercial Code as the same is in effect from time to time in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended, and the rules and regulations promulgated thereunder from time to time in effect.

1.2 Interpretation. Unless otherwise specified in this Agreement (a) all references in this Agreement or any Annex or Schedule hereto to the "Preamble", a "Recital", a "clause", "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the Preamble to this Agreement or the corresponding Recital, clause, Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement, (b) any accounting term used in the Loan Documents shall have the meaning customarily given such term in accordance with GAAP, (c) all financial computations hereunder shall be computed in accordance with GAAP, consistently applied, (d) terms that are used in the Loan Documents and defined in the UCC shall have the meanings given to them in the UCC, and (e) reference to a time of day is to the prevailing Pacific time. Notwithstanding anything to the contrary contained in this Agreement, each action permitted to be taken or not taken and each determination permitted or required to be made or not made, in each case by the Administrative Agent under this Agreement shall be so taken or not taken (or made or not made) by the Administrative Agent acting in its sole discretion (except where required upon direction of the Required Lenders who shall act in their sole discretion).

1.3 Amendment and Restatement.

(a) On the Restatement Date, this Agreement in the form immediately preceding the Restatement Date (the "Existing Loan Agreement") shall be amended and restated in its entirety by this Agreement. Except as set forth in the Final Order, this Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the Existing Loan Agreement or evidence payment of all or any portion of such obligations and liabilities thereunder (other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan) or impair or affect the Liens and/or security interests granted, pledged or assigned by the Obligors to the Administrative Agent (on behalf of the Secured Parties) in accordance with the terms of the Existing Loan Agreement and the other Loan Documents. The terms and conditions of this Agreement and the rights and remedies of the Administrative Agent and the other Secured Parties under the Loan Documents shall apply to all the Secured Obligations.

(b) Except as expressly modified under this Agreement, each Obligor hereby (i) agrees that the terms and provisions hereof shall not affect in any way any payment, performance, observance or other obligations or liabilities of such Obligor under the Existing Loan Agreement and each other Loan Document to which it is party on or before the Restatement Date, all of which obligations and liabilities (other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan) are hereby ratified, confirmed and reaffirmed in all respects (and which shall be applicable to all Secured Obligations), (ii) to the extent that Liens have been granted pursuant to the terms of the DIP Orders or otherwise in connection with the Cases, or such Obligor has granted Liens on any of its properties or assets pursuant to the Existing Loan Agreement or any other Loan Document, in each case to secure the payment, performance and/or observance of all or any part of the Secured Obligations or any such Loan Document, such Obligor acknowledges, ratifies, confirms and reaffirms such grant of Liens, and acknowledges and agrees that all of such Liens are intended and shall be deemed and construed to secure to the fullest extent set forth therein all now existing and hereafter arising Secured Obligations, as hereafter amended, restated, amended and restated, supplemented and otherwise modified and in effect from time to time, and (iii) notwithstanding the Bankruptcy Proceeding and the Reorganization Releases, confirms, ratifies and reaffirms (A) all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which it is a party (after giving effect hereto), and (B) that each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects. To the extent that any provision of this Agreement conflict with the terms of the Existing Loan Agreement or any such Loan Documents, the terms of this Agreement shall control.

(c) The terms and conditions of this Agreement and the rights and remedies of the Administrative Agent and the Lenders under this Agreement and the other Loan Documents shall apply to all of the Secured Obligations.

(d) On and after the Restatement Date, (i) all references to the Existing Loan Agreement (or to any amendment or any amendment and restatement thereof) in the other Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Loan Agreement, as amended and restated hereby, (ii) all references to any section (or subsection) of the Existing Loan Agreement in any other Loan Document (but not in this Agreement) shall be amended to become, mutatis mutandis, references to the corresponding provisions of this Agreement, and (iii) except as the context otherwise provides, on or after the Effective Date, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be references to the Existing Loan Agreement, as amended and restated hereby.

(e) This amended and restated Agreement is limited as written and is not a consent to any other amendment, restatement or waiver, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the other Loan Documents remain in full force and effect unless otherwise specifically amended hereby or in any other Loan Document.

SECTION 2 THE ADVANCES

2.1 Advances.

(a) Advances. As of the Restatement Date (i) the DIP Loan is outstanding under this Agreement and the Borrowers owe the DIP Loan to the DIP Lenders, and (ii) other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan, the DIP Loan and all DIP Advances are hereby reaffirmed in all respects and remain outstanding and are due and payable in accordance with this Agreement. As of the Restatement Date, the DIP Commitment is cancelled in full and no further DIP Advances are available for borrowing. Subject to the terms and conditions of this Agreement, each Exit Lender severally and not jointly agrees to make Exit Advances to the Borrowers in an amount not to exceed such Exit Lender's pro rata share of the aggregate Exit Commitments on each applicable Advance Date, in a minimum amount of $10,000,000 or, if less, the amount of the Available Exit Commitments. Any Exit Advance shall become effective and shall be an Exit Advance as of the applicable Advance Date. Any part of any Available Exit Commitment which is not borrowed on or before the end of the Availability Period shall be immediately cancelled in full and shall not be available to be borrowed. The aggregate amount of all Exit Advances must not exceed the aggregate Exit Commitments and, subject to the terms and conditions of this Agreement, on any Advance Date the Borrowers may incur an Exit Advance in an aggregate principal amount not to exceed the then Available Exit Commitment. Any amount borrowed under this Agreement and subsequently repaid or prepaid may not be reborrowed. The Exit Commitments shall automatically and permanently be reduced by the amount of each Exit Advance.

(b) Advance Request. Each Exit Advance shall be made upon written notice to the Administrative Agent set forth in an Advance Request which must be received by the Administrative Agent not less than five Business Days before the proposed date of such Exit Advance. Such Advance Request shall specify the applicable Advance Date, which shall be a Business Day. Each borrowing by a Borrower from the Exit Lenders shall be made pro rata according to the respective Exit Percentages of the Exit Lenders.

(c) Interest. On the Restatement Date, Accrued DIP Interest and DIP Expenses shall (i) be added to the outstanding principal amount of the DIP Loan as of the date immediately preceding the Restatement Date, (ii) be capitalized, and (iii) be deemed thereafter for all purposes, to be principal, such that as of the Restatement Date and following any treatment of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan, the DIP Loan is $30,000,000.00. With effect from the Restatement Date, the unpaid principal balance of the DIP Loan will bear interest at the Interest Rate and the unpaid principal balance of each Exit Advance shall bear interest thereon from the applicable Advance Date at the Interest Rate, each based on a year consisting of 360 days, with interest computed daily based on the actual number of days elapsed. The Borrowers will pay interest on the DIP Loan and each Exit Advance on the first Business Day of each calendar month (each, an "Interest Payment Date"), beginning with the calendar month first starting after the Restatement Date (in relation to the DIP Loan) and the Advance Date for that Exit Advance (in relation to each Exit Advance). Interest shall be capitalized ("Capitalized Interest") on the Interest Payment Date on which it was due; *provided* that, notwithstanding the foregoing or anything else

to the contrary in this Agreement, all accrued and unpaid interest not otherwise capitalized shall be due and payable in cash to the applicable Lenders on the Maturity Date. Capitalized Interest shall be added to principal amounts of the DIP Loan and to each Exit Advance automatically on each Interest Payment Date, shall be deemed, for all purposes, to be principal and shall thereafter bear interest thereon. Interest at the Interest Rate shall begin to accrue on the Capitalized Interest beginning on and including the date on which such Capitalized Interest is capitalized (and added to the principal amount of the DIP Loan and of each Exit Advance, as appropriate) and at all times thereafter as provided in this Section 2.2 until the principal amount of the DIP Loan and each Exit Advance has been paid in full in cash. In computing interest, the date of the making of any Exit Advance shall be included and the date of payment shall be excluded. A certificate as to the amount of Capitalized Interest delivered to the Borrowers by the Administrative Agent shall be conclusive absent manifest error.

(d) Payment of Loan. To the extent not previously paid, all then outstanding amounts of (i) the DIP Loan and all accrued but unpaid and uncapitalized interest on the principal amount to be paid and all fees and expenses payable hereunder shall be due and payable on the Maturity Date, and (ii) all Exit Advances and all accrued but unpaid and uncapitalized interest on the principal amount to be paid and all fees and expenses payable hereunder shall be due and payable on the Maturity Date.

(e) Invoices. For the avoidance of doubt, the Borrowers and the Administrative Agent confirm, acknowledge, and agree that no invoice shall be sent in connection with collection of the payments set forth in this Section 2.1 and receipt of an invoice in connection therewith shall not be a condition of such payments becoming due and payable hereunder.

2.2 Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal amount of the DIP Loan or Exit Advances or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or any Lender exceeds the Maximum Rate, the Administrative Agent or such Lender may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Secured Obligations hereunder.

2.3 Default Interest. Upon the occurrence and during the continuation of an Event of Default, the DIP Loan and all outstanding Exit Advances including principal and Capitalized Interest shall bear interest at a rate per annum equal to the Interest Rate plus 2.0% per annum. If any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest at the rate set out in this Section 2.3.

2.4 Payments. Each payment (including each prepayment) by a Borrower on account of principal of and accrued interest on (a) the DIP Loan shall be made *pro rata* according to the respective outstanding principal amounts of the DIP Loans then held by the DIP Lenders, and (b) the Exit Loan shall be made *pro rata* according to the respective outstanding principal amounts of the Exit Loans then held by the Exit Lenders. Except with respect to the capitalization of Capitalized Interest in accordance with Section 2.2, all payments (including prepayments) to be made by an Obligor under any Loan Document shall be made to the Administrative Agent by wire transfer in immediately available funds in Dollars,

without setoff, counterclaim, or deduction, before 12:00 p.m. on the date when due. Payments of principal and/or interest received after 12:00 p.m. are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, and (ii) second, toward payment of principal then due hereunder.

2.5 Prepayment.

(a) Optional Prepayment. At the option of a Borrower upon at least five Business Days prior written notice to the Administrative Agent, such Borrower may prepay all, but not less than all, of the entire principal balance of the Loan in accordance with this Section 2.5, together with all accrued and unpaid interest thereon.

(b) Mandatory Prepayments.

(i) Asset Sales. The Borrowers shall prepay the Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder no later than the fifth Business Day following receipt of Net Cash Proceeds by or on behalf of the Parent or any of its Subsidiaries in respect of any Asset Sale, in an amount equal to 100% of the Net Cash Proceeds received from such Asset Sale.

(ii) Involuntary Dispositions. The Borrowers shall prepay the Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder no later than the fifth Business Day following receipt of Net Cash Proceeds by or on behalf of the Parent or any of its Subsidiaries in respect of any Involuntary Disposition, in an amount equal to 100% of the Net Cash Proceeds received from such Involuntary Disposition.

(iii) Debt Transactions. The Borrowers shall prepay the Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder no later than the fifth Business Day following receipt of proceeds by or on behalf of the Parent or any of its Subsidiaries from any Debt Transactions, in an amount equal to 100% of the aggregate proceeds of such Debt Transactions.

(iv) Change in Control. The Borrowers shall prepay the outstanding amount of all the Secured Obligations upon and concurrently with the occurrence of a Change in Control.

(c) Application of Payments. Amounts to be applied in connection with prepayments made pursuant to this Section 2.5 shall be applied: (i) first, to (x) that portion of the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the DIP Loan until paid in full and then (y) the principal amount of the DIP Loan until paid in full, (ii) second, to (x) the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the Exit Advances until paid in full and then (y) the principal amount of the Exit Advances until paid in full, (iii) third, to any other Secured Obligations due and payable to the DIP Lenders until paid in full and (iv) fourth, to any other Secured Obligations due and payable to the Exit Lenders until paid in full.

2.6 Notes. This Agreement evidences the obligation of the Borrowers to repay the DIP Loan and Exit Advances and is being executed as a noteless credit agreement. If so requested by the Administrative Agent (on behalf of any Lender) by written notice to the Borrowers, then the Borrowers shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of such Lender pursuant to Section 10.13) (promptly after the Parent's receipt of such notice) a promissory note or notes in form and substance satisfactory to the Administrative Agent to evidence the DIP Loan and Exit Advances.

2.7 Increased Costs. If any change in law shall: (i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Administrative Agent or any Lender, (ii) subject the Administrative Agent or any Lender to any Taxes on its loans, loan principal, letters of credit, commitment, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or (iii) impose on the Administrative Agent or any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or any Advance and the result of any of the foregoing shall be to increase the cost to the Administrative Agent or any Lender of making, converting to, continuing or maintaining any Advance (or of maintaining its obligation to make any such Advance), or to reduce the amount of any sum received or receivable by the Administrative Agent or any Lender hereunder (whether of principal, interest or any other amount) then, upon written request of the Administrative Agent or any Lender, Obligors shall promptly pay to the Administrative Agent or any Lender such additional amount or amounts as will compensate the Administrative Agent or any Lender for such additional costs incurred or reduction suffered. Failure or delay on the part of the Administrative Agent or any Lender to demand compensation pursuant to this Section 2.7 shall not constitute a waiver of the Administrative Agent or any Lender's right to demand such compensation. A certificate as to any additional amounts payable pursuant to this Section 2.7 submitted by the Administrative Agent to the Parent shall be conclusive in the absence of demonstrable error. The Secured Obligations of the Borrowers arising pursuant to this Section 2.7 shall survive the discharge of the Secured Obligations.

SECTION 3 PRIORITY AND LIENS; NO DISCHARGE

3.1 Priority. Each Obligor hereby covenants, represents, warrants and agrees that upon the execution on this Agreement and entry of the Confirmation Order, the Secured Obligations under the Loan Documents shall at all times be secured by a fully perfected security interest in and lien on all Collateral of each Obligor, as provided in and with the priority granted by the Final Order and the Confirmation Order.

3.2 Automatic Perfection. Each Obligor hereby confirms and acknowledges that Liens in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties in all of the Obligors' Collateral, which includes, without limitation, all of such Obligor's Real Estate, now existing or hereafter acquired, have been and are fully created and perfected by the Final Order without the recordation or filing in accordance with any federal or state law, including, without limitation, in any federal patent or copyright recording office or repository, and state secretary of state recording office or repository, or state, county or local land records, or other federal or state filing offices, repositories or locals with respect to any security interest, lien, Mortgage, assignment or similar instrument, and without having to take any action, or given any notice, to establish possession or control over any of the Obligors' Collateral, including, without limitation, cash, deposits accounts, investments, securities, Pledged Equity and any other Obligors' Collateral as to which possession or control would otherwise be required to perfect a security interest.

3.3 Collateral. As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, each Obligor grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Obligor's right, title, and interest in and to the following personal property whether now owned or hereafter acquired or in

which such Obligor now has or at any time in the future may acquire any right, title or interest and wherever located and all proceeds and products thereof (collectively, the "Collateral"): (i)(a) all goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, equity interests of subsidiaries, joint ventures and other entities, General Intangibles (except as provided below), Collateral IP, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, securities accounts, securities entitlements and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; (b) all Obligor's Books relating to the foregoing; and (c) any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing, (ii) the "DIP Collateral" referred to in the DIP Orders, and (iii) the Real Estate as further described in Section 3.4 (including the Leland Property); *provided, however*, that the Collateral shall not include any Excluded Intellectual Property or the DSM Collateral. For the avoidance of doubt:

(1) any Lien with respect to the DIP Collateral securing any DIP Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any DIP Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall also secure the Exit Obligations; and

(2) any Lien with respect to the Exit Collateral securing any Exit Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any Exit Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall secure the DIP Obligations.

3.4 Real Estate Collateral. Further to Section 3.3 and the Final Order, to secure the full and timely payment and performance of the Secured Obligations, each Obligor that is a Debtor hereby MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to the Administrative Agent, for the ratable benefit of the Secured Parties, all of its right, title and interest in and to any Real Estate (which, for the avoidance of doubt, shall include the Leland Property) and all of such Obligor's right, title and interest now or hereafter acquired in and to (a) all land and improvements (including fixtures, as defined in the UCC) now owned (or leased) or hereafter acquired by such Obligor, (b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by such Obligor and now or hereafter attached to, installed in or used in connection with the Real Estate, (c) all utilities whether or not situated in easements, (d) all equipment, inventory and other goods in which such Obligor now has or hereafter acquires, (e) all general intangibles, instruments, documents, contract rights and chattel paper relating to the Real Estate, (f) all reserves, escrows or impounds and all deposit accounts maintained by such Obligor with respect to the Real Estate, (g) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Real Estate, together with all related security and other deposits, (h) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Real Estate, (i) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Real Estate, (j) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances

appertaining to the foregoing, (k) all property tax refunds payable with respect to the Real Estate, (l) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (m) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by such Obligor as an insured party, and (n) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made to such Obligor by any Governmental Authority pertaining to any condemnation or other taking (or any purchase in lieu thereof)), TO HAVE AND TO HOLD to the Administrative Agent, and such Obligor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to such property, assets and interests unto the Administrative Agent.

3.5 Liens. All of the Liens described in this Section 3 (i) shall be effective and perfected upon entry of the Final Order and confirmed by the Confirmation Order, without the necessity of the execution, recordation or filings by any Obligor of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Administrative Agent of, or over, any Collateral, as set forth in the DIP Orders and the Confirmation Order, and (ii) for the avoidance of doubt, shall in no way limit the Liens and security interests granted by any Obligor pursuant to the DIP Orders or the Security Documents, *provided* that, upon the request of the Administrative Agent, each Obligor shall execute and deliver to the Administrative Agent, as soon as reasonably practicable following such request but in any event within 60 days following such request (as extended by the Administrative Agent), a Mortgage in recordable form with respect to any Real Estate constituting Collateral owned by such Obligor and identified by the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent, and, with respect to each Mortgage, the Real Estate Deliverables as requested by the Administrative Agent.

3.6 Filings. Each Obligor hereby authorizes the Administrative Agent to make all filings and public registrations, without notice to Obligor, with all jurisdictions deemed necessary or appropriate by the Administrative Agent to perfect or protect the Secured Parties' interests or rights hereunder. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect.

3.7 Payment Priority/Subordination. Notwithstanding anything contained in any Loan Document to the contrary, if the Administrative Agent or any Lender receives any payment or distribution to be applied to the Secured Obligations from the Obligors or arising from the Collateral, whether arising from payment by the Grantors, realization on Collateral, setoff or otherwise, and whether or not an Event of Default has occurred and is continuing, and including any payment or distribution made by a Grantor in a proceeding arising under any Bankruptcy Law, shall be applied (i) first, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent in its capacity as the Administrative Agent hereunder, until paid in full, (ii) second, to payment of (x) initially that portion of the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the DIP Loan until paid in full and then (y) the principal amount of the DIP Loan until paid in full, (iii) third, to payment of (x) initially the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the Exit Advances until paid in full and then (y) the Exit Advances until paid in full, (iv) fourth, to payment of any other Secured Obligations due and payable to the DIP Lenders until paid in full, (v) fifth, to payment of any other Secured Obligations due and payable to the Exit Lenders until paid in full, (vi) sixth, to the payment of any other Secured Obligations due and payable until paid in full, and (vii) seventh, to the Borrowers or as otherwise required by law. Notwithstanding anything to the contrary in any Loan Document:

(a) any Lien with respect to the DIP Collateral securing any DIP Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent or any DIP Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise,

shall be senior in all respects and priority to any Lien with respect to the Exit Collateral securing any Exit Obligations; and

(b) any Lien with respect to the Exit Collateral securing any Exit Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any Exit Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall be junior and subordinate in all respects to all Liens with respect to the DIP Collateral securing any DIP Obligations.

3.8 Administrative Agent Remedies. Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may (or, at the direction of the Required Lenders, shall), exercise any or all of the following rights and remedies:

(a) terminate any unfunded Commitments;

(b) terminate the Loan Documents as to any future liability or obligation of the Administrative Agent and the Lenders;

(c) those rights and remedies provided in this Agreement, or any other Loan Document (including accelerating the repayment of the Secured Obligations);

(d) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(e) give notice of sole control or any other instruction under any control agreement with any depositary bank or securities intermediary and take any action therein with respect to such Collateral;

(f) without notice, demand or advertisement of any kind to any Obligor or any other Person, enter the premises of any Obligor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Obligor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(g) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Equity, exchange certificates or instruments representing or evidencing Pledged Equity for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to such Pledged Equity as though the Administrative Agent was the outright owner thereof.

3.9 Waiver of Equity Redemption. The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Secured Parties, the whole or any part of the Collateral

so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

3.10 Preserving Collateral. Until the Administrative Agent is able to effect a disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

3.11 Power of Attorney. Each Obligor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney-in-fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to file any financing statement with respect to the Collateral and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iii) in the case of any Intellectual Property owned by or licensed to an Obligor, execute, deliver and have recorded any document that the Administrative Agent may request to evidence, effect, publicize or record the Administrative Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Obligor relating thereto or represented thereby, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral or with securities intermediaries holding Collateral as may be necessary or advisable to give the Administrative Agent control over such Collateral, (v) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for Permitted Liens), (vi) to contact account debtors for any reason, (vii) to demand payment or enforce payment of the receivables in the name of the Administrative Agent or such Obligor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the receivables, (viii) to sign such Obligor's name on any invoice or bill of lading relating to the receivables, drafts against any account debtor of the Obligor, assignments and verifications of receivables, (ix) to exercise all of such Obligor's rights and remedies with respect to the collection of the receivables and any other Collateral, (x) to settle, adjust, compromise, extend or renew receivables, (xi) to settle, adjust or compromise any legal proceedings brought to collect receivables, (xii) to prepare, file and sign such Obligor's name on a proof of claim in bankruptcy or similar document against any account debtor of such Obligor, (xiii) to prepare, file and sign such Obligor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the receivables of such Obligor, (xiv) to change the address for delivery of mail addressed to such Obligor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Obligor, and (xv) to do all other acts and things necessary to carry out this Agreement; and such Obligor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided* that, this authorization shall not relieve such Obligor of any of its obligations under any Loan Document. The Administrative Agent shall not incur any liability in connection with or arising from the exercise of such power of attorney and shall have no obligation to exercise any of the foregoing rights and remedies. The Administrative Agent's foregoing appointment as each Obligor's attorney in fact, and all of the Administrative Agent's rights and powers, coupled with an interest, are irrevocable until such time as all Secured Obligations have been satisfied in full, the Lenders are under no further obligation to make Advances and the Loan Documents have been terminated.

3.12 Release. To the extent not released by the Reorganization Plan , the Administrative Agent (on behalf of the Secured Parties), irrevocably and irreversibly, to the fullest extent permitted by applicable Laws, releases:

(a) certain securities created and currently under that certain Trademark Agreement, specifically and solely in respect to the trademark applications and registrations for "Costa Brazil", owned by FCIP Holdco, LLC, in any and all jurisdictions, including, without any limitation, Brazil (Registration No. 913587702), Canada (Application No. 2063805), Colombia (Registration No. 709657), Japan (Application No. 2020-151488), Republic of Korea (Registration No. 10-1875014), Turkey (Registration No. 2020/141877) and the United Kingdom (Registration Nos. UK00914791347 and UK00003557186); and

(b) the Brazilian Obligors from any and all obligations of any nature provided in the Loan Documents, including, without limitation, any obligation to grant Liens under the Security Agreement.

SECTION 4 CONDITIONS PRECEDENT TO ADVANCES

4.1 Advances. The amendment and restatement of this Agreement and the obligations of each Exit Lender to make any Exit Advance will occur on the date (the "Restatement Date") on which the documents and other evidence set out in Schedule 4.1 have been received by the Administrative Agent and the Required Lenders, each in form and substance satisfactory to them including that (i) the Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall not (in whole or in part) have been reversed, modified, stayed or vacated, (iii) the Restructuring Transactions shall be consummated in accordance with the Reorganization Plan, and (iv) the Effective Date shall have occurred.

4.2 Subsequent Advances. On the date of each Advance Request and on each Advance Date:

(a) the Administrative Agent shall have received all documents it may reasonably request;

(b) each of the representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Advance Request and the Advance Date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct in all material respects as of such earlier date), except that any representations and warranties subject to "materiality", "Material Adverse Effect" or similar materiality qualifiers shall be true and correct in all respects as of the date of such extension of credit (except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct as of such earlier date);

(c) the Obligors shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on their part to be observed or performed, and at the time of and immediately after giving effect to such Exit Advance no Default or Event of Default shall have occurred and be continuing;

(d) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing;

(e) no order has been entered reversing, amending, staying, vacating, terminating or otherwise modifying in any manner adverse to the Administrative Agent or the Lenders, the DIP Orders or the Confirmation Order; and

(f) the Administrative Agent shall have received an Advance Request in relation to the relevant Exit Advance in accordance with this Agreement.

Each Advance Request shall be deemed to constitute a representation and warranty by the Obligors on the date of such Advance Request and on the applicable Advance Date as to the matters specified in Sections 4.2 (b), (c) and (d) and as to the matters set forth in the Advance Request.

SECTION 5 REPRESENTATIONS AND WARRANTIES

To induce the Lenders to amend and restate this Agreement and make the Exit Advances, the Obligors, jointly and severally, represent and warrant to the Administrative Agent and the Lenders that as of the Closing Date, the date of each Advance Request and the date of each Exit Advance:

5.1 Corporate Status; Compliance with Law. Each of the Parent and its Subsidiaries, (a) is a corporation, partnership, limited partnership or limited liability company duly organized, validly existing and in good standing under the laws of its applicable jurisdiction of incorporation or formation; (b) is duly qualified to conduct business and is in good standing in all jurisdictions in which the nature of its business or its ownership or lease of properties require such qualifications and where the failure to be qualified would reasonably be expected to have a Material Adverse Effect; (c) has the requisite corporate, partnership or company power and authority to conduct its business as now and proposed to be conducted and the legal right to own, pledge, mortgage or otherwise encumber and operate its properties, except, in each case, to the extent the failure to have such right would not reasonably be expected to have a Material Adverse Effect; (d) has (and is not in default under any of the following) all material licenses, permits, certifications, consents or approvals from or by, and has made all material filings with, and has given all material notices to, all Governmental Authorities having jurisdiction, to the extent required for such ownership, operation and conduct, except where the failure to satisfy the foregoing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (e) except as a result of the Cases is not in default under any material license, permit, certification or approval requirement of any Governmental Authority, except where such default, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (f) is in compliance with its applicable organizational documents in all material respects; and (g) is in compliance with all Laws except where failure to comply could not reasonably be expected to have a Material Adverse Effect. Each Obligor's present names, former names (if any), locations, place of incorporation or formation, tax identification number, organizational identification number and other information are correctly set forth in Exhibit B, as may be updated by Parent in a written notice provided to the Administrative Agent after the Closing Date.

5.2 Collateral. The Obligors own the Collateral and the Excluded Intellectual Property, free of all Liens, except for Permitted Liens. The Obligors have the power and authority to grant to the Administrative Agent a Lien in the Collateral as security for the Secured Obligations.

5.3 Organizational Power, Authorization, Enforceable Obligations, Consents. The execution, delivery and performance of this Agreement and all other Loan Documents and in the case of the Borrowers, the borrowing of Advances, (i) are within such Person's corporate, partnership, limited partnership or limited liability company power and do not contravene any provision of such Person's organizational documents; (ii) have been duly authorized by all necessary or proper action of each Obligor; (iii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens; (iv) do not violate (A) any Laws or regulations to which any Obligor or its Subsidiaries are subject, the violation of which would be reasonably expected to have a Material Adverse Effect or (B) any order, injunction, judgment, decree or writ of any Governmental Authority to which any Obligor or its Subsidiaries are subject; (v) do not conflict with, or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture mortgage, deed of trust, lease or agreement or other instrument, in each case, in respect of material Indebtedness to which any Obligor or its Subsidiaries is a party or by which any Obligor or its Subsidiaries or any of its property is bound; and (vi) do not violate any contract or agreement or require the consent or approval of any other

Person or Governmental Authority which has not already been obtained. The individual or individuals executing the Loan Documents are duly authorized to do so. Each Loan Document has been duly executed and delivered on behalf of each Obligor party thereto. Each Loan Document upon execution will constitute, a legal, valid and binding obligation of each Obligor party thereto, enforceable against each such Obligor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.4 Material Adverse Effect. No event, change, condition, development, effect, circumstance, matter or other occurrence, individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect has occurred since the Closing Date and is continuing. The Obligors are not aware of any event or circumstance likely to occur that, individually or in the aggregate, is reasonably expected to have a Material Adverse Effect. No transfer of property is being made by any Obligor and no obligation is being incurred by any Obligor in connection with the transactions contemplated by any Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Obligor.

5.5 Actions Before Governmental Authorities. Except as described on Schedule 5.5, there are no actions, investigations, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of the Obligors, threatened against or affecting any Obligor, its Subsidiaries or their respective property or revenues, before any Governmental Authority or before any arbitrator or panel of arbitrators (collectively, "Litigation"), other than Litigation commenced after the Closing Date that would not likely be expected to result in damages of in excess of $250,000 not covered by insurance for which a claim has been made. There is no Litigation pending or, to the knowledge of any Obligor, threatened (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) except as described on Schedule 5.5, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.6 Laws. No Obligor nor its Subsidiaries is in violation of any Law, or in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such violation or default is reasonably expected to have a Material Adverse Effect. Except as described on Schedule 5.6 or a default resulting from the filing of the Cases, none of the Obligors are in default in any material respect under any provision of any agreement or instrument evidencing Indebtedness, or any other material agreement to which an Obligor is party or by which it is bound.

5.7 Information Correct and Current. No information contained in this Agreement, any of the other Loan Documents, any Financial Statements or any other written materials from time to time delivered hereunder or any written statement furnished by or on behalf of any Obligor or any of its Subsidiaries to the Administrative Agent or any Lender in connection with any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not misleading at the time such statement was made or deemed made.

5.8 Tax Matters. The Obligors and each of their Subsidiaries have, subject to the terms of the Confirmation Order and the Reorganization Plan (a) filed all federal, state and material local Tax returns that are required to be filed, (b) duly paid or fully reserved for all Taxes or installments thereof (including any interest or penalties) as and when due, which have or may become due pursuant to such returns other than those being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, and (c) paid or fully reserved for any Tax assessment received by any Group Member for the three years preceding the Closing Date, if any (including any Taxes being contested in good faith and by appropriate proceedings). As of the Closing Date and except as set forth on

Schedule 5.8, there is no action, suit, proceeding, investigation, audit or claim now pending or threatened by any Governmental Authority regarding any Taxes relating to the Obligors and any of their Subsidiaries.

5.9 Intellectual Property.

(a) Disclosure; Title. Exhibit C contains a true and correct list of each item of issued, registered, or application for issue or registration of, Intellectual Property, specifying for each (i) title or mark, (ii) jurisdiction, (iii) application or serial number and date, (iv) registration or issue number and date, (v) registered owner, and (vi) beneficial owner if different from registered owner. Except as otherwise specified on Exhibit C, an Obligor is the sole owner of each item of Intellectual Property listed thereon that has an "Amyris Ref" starting with "AM-", and for each other item of Intellectual Property listed thereon, an Obligor has the right to exploit (or exclude others from exploiting) such item under the terms of a License between such Obligor and the applicable Patent owner or co-owner specified in the "Notes" to the Patent schedule on Exhibit C. Except as described on Exhibit C, to the best of each Obligor's knowledge, each of the registered or issued Copyrights, Trademarks and Patents that are required to be listed on Exhibit C is valid and enforceable, and no such Copyright, Trademark or Patent, or any application for registration of the foregoing, has terminated, lapsed, expired or been cancelled or abandoned. All Copyrights, Trademarks and Patents required to be listed on Exhibit C have been prosecuted in accordance with all applicable Laws. To the best of each Obligor's knowledge, all actions required to record each owner throughout the entire chain of title, of each item of Intellectual Property required to be listed on Exhibit C, with each applicable Governmental Authority up through the Closing Date have been taken, including payment of all costs, fees, Taxes and expenses associated therewith.

(b) Infringement. Except as described on Schedule 5.9(b), (i) to the best of each Obligor's knowledge, none of the Intellectual Property that is owned or exclusively licensed to an Obligor is invalid or unenforceable, in whole or in part, and (ii) no Litigation has been asserted or initiated against and no notice has been received by any Obligor that alleges any exploitation of the Intellectual Property, or the conduct of any Obligor's business infringes, misappropriates, dilutes or otherwise violates the rights of any third party in a manner or to an extent that could reasonably be expected to adversely affect the Collateral IP or the Administrative Agent's Liens on the Collateral IP or the priority of such Liens. No other Person's trade secrets and Copyrights, and to the best of each Obligor's knowledge no other Person's other intellectual or industrial property rights, are infringed, misappropriated, diluted or otherwise violated by any Obligor's exploitation of the Intellectual Property or the use, making, development, production, sale, offering for sale, importation or exportation of any Borrower Product. No Obligor has asserted or initiated any Litigation or sent any notice that alleges that any Intellectual Property is being infringed, misappropriated, diluted or otherwise violated.

(c) Trade Secrets. To the best of each Obligor's knowledge, no trade secret or confidential or proprietary information has been used, divulged, disclosed or appropriated to the detriment of any Obligor for the benefit of any Person other than an Obligor. The Intellectual Property has been protected with adequate safeguards and security to maintain any trade secrets, and the confidentiality of any confidential or proprietary information. Each employee and contractor of each Obligor, or any other Person who has developed Intellectual Property, has entered into written employment agreements, non-disclosure agreements, assignment of inventions agreements or similar agreements or contracts, as applicable, requiring such individuals to safeguard and protect trade secrets and confidential or proprietary information that is Intellectual Property and assign Intellectual Property created or conceived by such individual to the applicable Obligor. To the best of each Obligor's knowledge, no such employee, contractor or other Person is in material breach of any such agreement or contract.

(d) Licenses. Exhibit C includes a true, correct and complete list of each (i) material License under which an Obligor receives a right in or to Intellectual Property from any other Person, including each License relating to each item of Intellectual Property listed on Exhibit C that is owned or co-owned by any other Person (other than shrink-wrap licenses for non-customized off-the-shelf software costing less than $500,000 (or its equivalent in other currencies) for all Group Members per annum) and (ii) License pursuant to which an Obligor grants a right in or to Intellectual Property to any other Person on an exclusive basis. The Licenses on Exhibit C and all other material Licenses are valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof. Each such License will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under any such License or otherwise give any party thereto a right to terminate such License. No Obligor is in material breach of, nor has any Obligor failed to perform any material obligations under, any such License and, to each Obligor's knowledge, each other party to any such License is not in material breach thereof or has failed to perform any material obligations thereunder. No Obligor has received any notice of a breach or default under any such License which breach or default has not been cured.

(e) Sufficiency of IP. Except as described on Schedule 5.9(e), each Obligor has, or in the case of any proposed business, will own or have licensed to it, all material intellectual property rights necessary for the operation or conduct of its respective business as currently conducted and proposed to be conducted. Without limiting the generality of the foregoing, and in the case of Licenses, except for restrictions that are unenforceable under Division 9 of the UCC, each Obligor has the right, to the extent required to operate its business, to freely transfer or license (except as restricted by Permitted Intellectual Property Licenses) or assign Intellectual Property without condition, restriction or payment of any kind (other than license payments in the ordinary course of business) to any third party, and each Obligor owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are used in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of such Obligor's Borrower Products.

(f) Litigation. Except as described on Schedule 5.9(f), no Intellectual Property owned by an Obligor and no Borrower Product has been or is subject to any actual or, to the knowledge of any Obligor, threatened Litigation, proceeding (including any proceeding in the United States Patent and Trademark Office or any corresponding foreign office or agency) or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any material respect such Obligor's use, transfer or licensing thereof or that may affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any Litigation or proceeding that obligates any Obligor to grant licenses or ownership interest in any future Intellectual Property necessary to the operation or conduct of the business of such Obligor or embodied by any Borrower Product. Except as described on Schedule 5.9(f), no Obligor has received any written notice or claim, or, to the knowledge of Obligor, oral notice or claim, challenging or questioning Obligor's ownership in any Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to any Obligor's knowledge, is there a reasonable basis for any such claim.

5.10 Financial Accounts. Exhibit D, as may be updated by the Parent in a written notice provided to the Administrative Agent after the Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which any Obligor maintains Deposit Accounts and (b) all

institutions at which any Obligor maintains an account holding Investment Property, and such exhibit correctly identifies the name, address and telephone number of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor.

5.11 Employee Loans. The Obligors have no outstanding loans to any employee, officer or director of any Obligor nor has any Obligor guaranteed the payment of any loan made to an employee, officer or director of any Obligor by a third party.

5.12 Capitalization and Subsidiaries. The capitalization of the Obligors (other than the Parent) as of the Restatement Date is set forth on Schedule 5.12(a). The Obligors do not own any stock, partnership interest or other securities of any Person, except for Permitted Investments. Attached as Schedule 5.12(b), as may be updated by the Parent in a written notice provided after the Closing Date, is a true, correct and complete list of each Subsidiary. No Group Member has no Indebtedness other than Permitted Indebtedness. There are no Liens over the properties or assets of any Group Member other than Permitted Liens.

5.13 Financial Statements and Projections.

(a) Except as set forth on Schedule 5.13, all Financial Statements of the Obligors have been prepared in accordance with GAAP consistently applied throughout the periods covered (except as disclosed therein and except, with respect to unaudited Financial Statements, for the absence of footnotes and subject to normal year-end adjustments) and present fairly in all material respects the financial position of the Persons covered thereby as at the dates thereof and the results of their operations and cash flows for the periods then ended.

(b) The Projections (i) have been prepared in good faith based upon assumptions believed by the Parent to be reasonable as of the date thereof (it being understood that actual results may vary materially from such projections and estimates), as of the date such projections and estimates were furnished to the Lenders and as of the Closing Date, and (ii) as of the Closing Date, have not been modified in any material respect by the Parent.

5.14 Ownership of Property. The Real Estate listed on Schedule 5.14(a) constitutes, as of the Closing Date, all of the real property owned, leased or subleased by the Obligors and their Subsidiaries. The Obligors and their Subsidiaries own good and marketable fee simple title to all of its owned Real Estate, and valid leasehold interests in all of its leased Real Estate. The Obligors and their Subsidiaries also have good and marketable title to, or valid leasehold interests in or rights to use, all of their personal properties and assets and all material permits required to have been issued or appropriate to enable the Real Estate to be lawfully occupied and used for all of the purposes for which it is currently occupied and used have been lawfully issued and are in full force and effect, in each case, except to the extent such failure to have such title, interests or rights or the failure of such permits to have been issued or in full force and effect would not reasonably be expected to have a Material Adverse Effect.

5.15 Labor Matters. As of the Closing Date, no Obligor is subject to any labor or collective bargaining agreement. There are no existing or, to the knowledge of the Obligors, threatened strikes, lockouts or other labor disputes involving an Obligor or any of its Subsidiaries that singly or in the aggregate could reasonably be expected to have a Material Adverse Effect. Except for violations that could not reasonably be expected to have a Material Adverse Effect, no Obligor or any Subsidiary of any Obligor is in violation of any Law relating to payment of wages or employee hours worked.

5.16 Government Regulation. No Obligor nor any Subsidiary of any Obligor is required to register as an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended. No Obligor nor any Subsidiary of any Obligor is engaged or will engage, principally or as one of its important activities, in the business of "buying" or "carrying" "margin stock" (within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect) or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of any Advance will be used for buying or carrying any such margin stock or for extending credit to others for the purpose of purchasing or carrying margin stock in violation of Regulations T, U or X in effect from time to time of the Board of Governors of the Federal Reserve System of the United States (or any successor).

5.17 [Reserved.]

5.18 Environmental Matters. The on-going operations of the Obligors and each of their Subsidiaries comply in all respects with all Environmental Laws, except such non-compliance would not reasonably be expected to have a Material Adverse Effect. The Obligors and each of their Subsidiaries have obtained, and maintained in good standing, all licenses, permits, authorizations and registrations required under any Environmental Law and necessary for their respective ordinary course operations, and the Obligors and each of their Subsidiaries are in compliance with all material terms and conditions thereof, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect: (i) no Obligor nor any of its properties or operations is subject to any outstanding written order from or agreement with any Governmental Authority, nor subject to any proceeding, with respect to any Environmental Law or Hazardous Material; (ii) there are no conditions or circumstances involving environmental contamination by Hazardous Materials existing with respect to any property, or arising from operations prior to the Closing Date, of any Obligor or any of its Subsidiaries; and (iii) none of the Obligors nor any of their Subsidiaries has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that are leaking or disposing of Hazardous Materials.

5.19 Insurance. Schedule 5.19 lists all insurance policies required to be maintained under Section 6.1. None of the Obligors nor any of their Subsidiaries is in default of any payment obligation under any such insurance policies (after giving effect to all notice and cure periods).

5.20 Foreign Assets Control Regulations, Etc.

(a) None of (i) the making of any Advance, (ii) the Borrowers' use of the proceeds thereof, (iii) the execution, delivery and performance of this Agreement or (iv) the consummation of any transaction contemplated hereby, or the fulfillment of the terms hereof or thereof, will result in a violation by any Person, including without limitation the Lender of any of the foreign assets control regulations of the United States Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR, Subtitle B, Chapter V, as amended), other economic and trade sanctions laws and regulations administered or enforced by OFAC, the U.S. State Department or any other applicable Governmental Authority or any enabling legislation or executive order relating thereto.

(b) None of the Obligors, any of their Subsidiaries, nor any controlled Affiliate of the Obligors or any of their Subsidiaries (i) is a Sanctioned Person or (ii) engages in, or has in the past five (5) years engaged in, any dealings or transactions with any Sanctioned Person. Each of the Obligors and their Subsidiaries and Affiliates are in compliance, in all material respects, with the economic and trade sanctions administered by OFAC and the U.S. State Department, the Bank Secrecy Act, as amended by the USA Patriot Act, and all other applicable sanctions or anti-money laundering laws and regulations.

(c) No part of the proceeds from any Advance will be used, directly or indirectly, for any payment, or offer or promise of any payment or anything else of value, to any governmental official or employee of a government authority, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity for or on behalf of a governmental authority, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 or any other applicable anti-corruption or anti-bribery law.

5.21 ERISA.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) each Qualified Plan has been determined by the IRS to qualify under Section 401 of the IRC, and the trusts created thereunder have been determined to be exempt from Tax under the provisions of Section 501 of the IRC, and, to the knowledge of the Obligors, nothing has occurred which would reasonably be expected to cause the loss of such qualification or tax-exempt status; (ii) each ERISA Plan is in compliance with the applicable provisions of ERISA and the IRC, including the filing of reports required under the IRC or ERISA; (iii) none of the Obligors or any ERISA Affiliate has failed to make any contribution or pay any amount due as required by either Section 412 of the IRC or Section 302 of ERISA or the terms of any such ERISA Plan; (iv) none of the Obligors or, to the knowledge of the Obligors, any ERISA Affiliate has engaged in a prohibited transaction, as defined in Section 4975 of the IRC, in connection with any ERISA Plan, which would subject any such Person to a material Tax on prohibited transactions imposed by Section 4975 of the IRC; and (v) the Obligors do not reasonably anticipate assessed penalties under IRC 4980H5.

5.22 Security Documents.

(a) [reserved]

(b) This Agreement and each Security Document is effective to create in favor of the Administrative Agent, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof (subject to (x) applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law and (y) any filings, notices and registrations and other perfection requirements necessary to create or perfect the Liens on the Collateral granted by such Obligors in favor of the Administrative Agent (which filings or recordings shall be made to the extent required by any Security Document)) and (ii) in the case of the Pledged Equity, if any, that are securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(4) of the New York UCC or the corresponding code or statute of any other applicable jurisdiction ("Certificated Securities"), when certificates representing such Pledged Equity are delivered to the Administrative Agent, and in the case of the other Collateral constituting personal property described in the Security Agreement, when financing statements and other filings specified on Schedule 3 of the Security Agreement in appropriate form are filed in the offices specified on Schedule 3 of the Security Agreement, the Administrative Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of such Obligors in such Collateral and the proceeds thereof, as security for the Secured Obligations, in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Equity, Permitted Liens) subject to, in each case, applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Upon the execution and delivery of any Mortgage to be executed and delivered pursuant to this Agreement, such Mortgage shall be effective to create in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien on the Real Estate described in such Mortgage and proceeds thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing; and when such Mortgage is filed in the appropriate recording office and all relevant mortgage taxes and recording charges are duly paid, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Obligor in such Real Estate and the proceeds thereof, as security for the Secured Obligations, in each case subject only to Permitted Liens.

SECTION 6 INSURANCE; INDEMNIFICATIONS

As long as any Secured Obligations (other than inchoate indemnity obligations) are outstanding, the Obligors agree as follows:

6.1 Coverage. The Obligors shall cause to be carried and maintained (a) commercial general liability insurance against risks customarily insured against in each Group Member's line of business, including the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3, (b) a minimum of $2,000,000 of commercial general liability insurance for each occurrence, (c) a minimum of $2,000,000 of directors' and officers' insurance for each occurrence and $5,000,000 in the aggregate, and (d) insurance upon the Collateral, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provide that such insurance may be subject to standard exceptions and deductibles.

6.2 Certificates. As soon as reasonably practicable after written request by the Administrative Agent, the Obligors shall deliver to the Administrative Agent certificates of insurance that shall (a) evidence the Obligors' compliance with their insurance obligations in Section 6.1 and the obligations contained in this Section 6.2, (b) state the Administrative Agent is an additional insured for commercial general liability, a designated payee for any key man life insurance policy, a lender's loss payee for all risk property damage insurance, subject to the insurer's approval, and contain a lender's loss payee for property insurance and additional insured for liability insurance for any future insurance that the Obligors may acquire from such insurer, (c)attach additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance, and (d) provide for a minimum of 30 days' advance written notice to the Administrative Agent of cancellation or any other change adverse to the Administrative Agent's interests. Any failure of the Administrative Agent to scrutinize such insurance certificates for compliance is not a waiver of any of the Administrative Agent's rights, all of which are reserved.

6.3 Indemnity. The Obligors agree to indemnify and hold the Administrative Agent, each Lender and each of their respective officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "Indemnified Person") harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort), including reasonable attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal) (collectively, "Liabilities"), that may be instituted or asserted against or incurred by such Indemnified Person arising out of, in connection with, or as a result of (a) the execution and delivery of this Agreement and the Loan Documents, (b) credit having been extended, suspended or terminated under this Agreement and the other Loan Documents, (c) the administration of such credit, (d) the use of proceeds of the

Advances, (e) the disposition or utilization of the Collateral, (f) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party or by any Obligor or any of their respective Affiliates) excluding, in all cases, Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable judgment, (g) any Environmental Liability related in any way to any Obligor or any of its Subsidiaries, or (h) any actual or reasonably likely prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Obligor, and regardless of whether any Indemnified Person is a party thereto, (i) default by any Borrower in making a borrowing of, conversion into or continuation of an Advance after a Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (j) default by any Borrower in making any prepayment of the Advances after a Borrower has given a notice thereof in accordance with the provisions of this Agreement, or (k) the making of a prepayment of an Advance on a day that is not an Interest Payment Date with respect thereto. The Obligors agree to pay, and to save the Administrative Agent and each Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of the Administrative Agent and each Lender) that may be payable or determined to be payable with respect to any of the Collateral or this Agreement. To the fullest extent permitted by applicable law, no Obligor shall assert, and each Obligor hereby waives, any claim against any Indemnified Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) or any loss of profits arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance, or the use of the proceeds thereof. No Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby. This Section 6.3 shall survive the termination of this Agreement and the repayment of all Secured Obligations until all statutes of limitation with respect to the claims, losses, and expenses for which indemnity is given shall have run.

SECTION 7 COVENANTS

As long as any Secured Obligations (other than inchoate indemnity obligations) are outstanding, the Obligors agree as follows:

7.1 Financial Statements. The Obligors shall furnish to the Administrative Agent on behalf of the Lenders:

(a) [reserved]

(b) as soon as practicable (and in any event within 45 days) after the end of each calendar quarter, unaudited interim and year to date financial statements as of the end of such calendar quarter (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows accompanied by a report detailing any material contingencies (including the commencement of Litigation by or against any Obligor of the type described in Section 5.5) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, certified by such Obligor's Chief Executive Officer, Chief Accounting Officer or Chief Financial Officer to the effect that they have been prepared in accordance with GAAP, except (i) for the absence of footnotes, and (ii) that they are subject to normal year-end adjustments;

(c) as soon as practicable (and in any event within 120 days after the end of each fiscal year (or, with respect to the fiscal year ended December 31, 2023, 180 days after the Restatement Date), audited financial statements as of the end of such year (other than with respect to the fiscal year ended December 31, 2023) (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by the Parent and reasonably acceptable to the Lender, accompanied by any management report from such accountants;

(d) as soon as practicable (and in any event within 30 days) after the end of each calendar quarter, a Compliance Certificate;

(e) [reserved]

(f) at the Administrative Agent's request, at the same time as it gives to its directors, copies of all materials (other than minutes) that any Obligor provides to its directors in connection with meetings of the Board of Directors and that are relevant to the Administrative Agent in its capacity as such; *provided, however*, that such Obligor shall not be required to provide the materials described in this Section 7.1(f) to the extent the information is privileged or pertains to confidential information of any third parties; and

(g) promptly, such additional financial and other information regarding the operations, business affairs and financial condition of the Parent or any Subsidiary as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request to the extent such additional financial or other information is reasonably available to, or can be reasonably obtained by, the Parent.

All such financial statements and deliverables shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and for customary year-end adjustments and the absence of complete footnotes).

The Obligors shall not make any change in their (a) accounting policies or reporting practices, except as required by GAAP or (b) fiscal years or fiscal quarters. The fiscal year of the Obligors shall end on December 31. Each of the Administrative Agent and the Lenders hereby acknowledges and agrees that the materials described in this Section 7.1 will contain material non-public and confidential information of the Obligors and their Affiliates and the Administrative Agent, the Lenders and their respective Affiliates and representatives shall abide by all confidentiality terms applicable under this Agreement and any confidentiality and nondisclosure agreements among the parties hereto.

All Financial Statements and other information required to be delivered pursuant to this Section 7.1 shall be sent via e-mail to *provided*, that if email is not available or sending such Financial Statements via e-mail is not possible, they shall be mailed to the Administrative Agent at 1180 San Carlos Avenue, #717, San Carlos, CA 94070 (Attention: Barbara Hager) with a copy to Goodwin Procter LLP at Three Embarcadero Center, 28th floor, San Francisco, CA 94111(Attention: Jon Novotny, Esq.). Notwithstanding the foregoing, the filing of any financial statements or reports required to be furnished pursuant to this Section 7.1 pursuant to the SEC's "EDGAR" system (or any successor electronic filing system) shall be deemed to constitute "furnishing" such documents to the Administrative Agent for purposes of this Section 7.1.

7.2 Management Rights and Inspections. The Obligors shall permit any representative that the Administrative Agent authorizes, including such representative's attorneys and accountants, to meet with any member of management of any Obligor, meet with each Obligor's independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants upon reasonable notice and at such reasonable times during normal business hours, conduct site visits and inspect the Collateral; *provided*, that so long as no Default or Event of Default has occurred and is continuing, the Obligors shall not be responsible for paying the expenses of the Administrative Agent or any Lender for more than one site visit, inspection, management meeting and examination in any six-month period; *provided* such cost restriction shall not be deemed a restriction on the number of site visits, inspections, management meetings and examinations the Administrative Agent or any Lender may require. In addition, the Obligors will, upon request by the Administrative Agent, and at the expense of the Obligors, have an independent appraiser reasonably satisfactory to the Administrative Agent provide an appraisal of the Obligors' Intellectual Property or such subset thereof as determined by the Administrative Agent; provided, that so long as no Default or Event of Default has occurred and is continuing, the Obligors shall not be responsible for paying the expenses for more than one appraisal in any one-year period; *provided, further*, that such cost restriction shall not be deemed a restriction on the number of appraisals the Administrative Agent or any Lender may require. In addition, the Obligors shall permit any representative that the Administrative Agent authorizes, including such representative's attorneys and accountants, to examine and make copies and abstracts of the books of account and records of the Obligors or any Subsidiary applicable to the Loan Documents or the Collateral at reasonable times and upon reasonable notice during normal business hours. In addition, any such representative shall have the right to meet with management and officers of the Obligors or any Subsidiary to discuss such books of account and records at reasonable times and upon reasonable notice during normal business hours. In addition, the Administrative Agent shall be entitled at reasonable times and intervals to consult with and advise the management and officers of the Obligors or any Subsidiary concerning significant business issues affecting the Obligors. Such consultations shall not unreasonably interfere with the Obligors' business operations. Except as expressly provided herein, any and all visits, inspections, examinations and appraisals made while an Event of Default is continuing shall be at Obligors' sole cost and expense. The parties intend that the rights granted to the Administrative Agent shall constitute "management rights" within the meaning of 29 C.F.R. Section 2510.3-101(d)(3)(ii), but that any advice, recommendations or participation by the Administrative Agent with respect to any business issues shall not be deemed to give the Administrative Agent, nor be deemed an exercise by the Administrative Agent of, control over Obligor's management or policies.

7.3 Further Assurances. The Obligors at the request of the Administrative Agent shall from time to time (a) execute, deliver and file, alone or with the Administrative Agent, any financing statements, security agreements, collateral assignments, notices, control agreements, or other documents to perfect or give the highest priority to the Administrative Agent's Lien on the Collateral (other than the Liens set forth in clauses (ii), (iii), (iv), (v), (vi), (vii), (x) or (xii) of the definition of Permitted Liens), (b) procure any instruments or documents as may be requested by the Administrative Agent, and take all further action that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect and protect the Liens granted hereby and thereby, including, without limitation, any Liens granted or intended to be granted over Collateral IP registered in a jurisdiction outside the United States. In addition, and for such purposes only, the Obligors hereby authorize the Administrative Agent to execute and deliver on behalf of the Obligors and to file such financing statements, collateral assignments, notices, control agreements, security agreements and other documents without the signature of an Obligor either in the Administrative Agent's name or in the name of the Administrative Agent as agent and attorney-in-fact for such Obligor. The Obligors shall protect and defend such Obligor's title to the Collateral and the Administrative Agent's Lien thereon against all Persons claiming any interest adverse to any Obligor or the Administrative Agent other than Permitted Liens.

7.4 Indebtedness; Amendments.

The Obligors shall not and shall not permit any Subsidiary to: (a) create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, other than Permitted Indebtedness; (b) pay any principal, fees or interest on any Indebtedness other than scheduled or mandatory payments of principal, fees and interest on Permitted Indebtedness when due in accordance with the terms of such Indebtedness as at the Restatement Date, subject to any amendments permitted by this Agreement; and (c) other than to amend or modify any Loan Document, amend, restate, reform, supplement or otherwise modify (x) any documents or notes evidencing any Indebtedness (other than the DSM Note Documents) in any manner which imposes materially more burdensome terms upon any Obligor or its Subsidiaries than exist with respect to such Indebtedness prior to such amendment or modification without the prior written consent of the Administrative Agent, and (y) the DSM Note Documents from the form delivered to the Administrative Agent pursuant to Section 4.1, without the prior written consent of the Administrative Agent.

7.5 Collateral; Liens Generally.

(a) The Obligors shall at all times keep the Collateral free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give the Administrative Agent prompt written notice of any legal process affecting the Collateral or any Liens. The Obligors shall (i) protect and defend their title to the Collateral from and against all Persons claiming any interest adverse to such Obligor, and (ii) at all times keep their rights in the Collateral free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and (iii) give the Administrative Agent prompt written notice of any legal process affecting their rights in the Collateral.

(b) The Obligors shall not, and shall not permit any of their Subsidiaries to, (i) create, incur, assume or permit to exist any Lien or legal process on any of its properties or assets, whether now owned or acquired after the Closing Date, other than Permitted Liens or (ii) become a party to any agreement, note, indenture or instrument, or take any other action, which would prohibit the creation of a Lien on any of its properties or other assets in favor of the Administrative Agent as additional collateral for the Secured Obligations, other than the DSM Pledge Agreement, in the form delivered to the Administrative Agent under Section 4.1.

(c) The Obligors shall, and shall cause their Subsidiaries to (i) keep the Excluded Intellectual Property free and clear or any legal process or Liens (except for Permitted Liens and the agreements and licenses referenced in the definition of Excluded Intellectual Property and the other rights granted thereunder to the other parties thereto), and (ii) protect and defend such Obligor's or such Subsidiary's title to the Excluded Intellectual Property from and against all Persons claiming any interest adverse to such Obligor or such Subsidiary.

7.6 Investments. No Obligor shall directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments.

7.7 Distributions. The Obligors shall not, and shall not allow any Subsidiary to, (a) repurchase or redeem any class of stock or other equity interest other than pursuant to employee, director or consultant repurchase plans or other similar agreements or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition or (b) declare or pay any cash dividend or make a cash distribution on any class of stock or other equity interest, except that a Subsidiary may pay dividends or make distributions to any Obligor (or, in the case of a Foreign Subsidiary that is not an Obligor, to a parent company that is a direct or indirect wholly owned Subsidiary of any Obligor), or (c) lend money to any employees, officers or directors or guarantee the

payment of any such loans granted by a third party, or (d) waive, release or forgive any Indebtedness owed by any employees, officers or directors, or (e) other than with the consent of Parent's Board of Directors or with the prior written consent of the Administrative Agent, pay any earn-out or deferred consideration. Notwithstanding the foregoing, for as long as an Obligor (or any Subsidiary) is a member of a group obligated to pay taxes on a consolidated or similar basis, such Obligor (or any Subsidiary) may pay dividends or make distributions in an amount sufficient to allow the parent of such group to pay taxes attributable to such Obligor (or Subsidiary).

7.8 Transfers. Except for Permitted Transfers, Permitted Liens and Permitted Investments, the Obligors shall not, and shall not allow any Subsidiary to, voluntarily or involuntarily transfer, sell, lease, license, lend, dispose of or in any other manner convey any equitable, beneficial or legal interest in any of their assets (each, a "Transfer").

7.9 Mergers or Acquisitions. No Obligor shall or permit any of its Subsidiaries to (a) amalgamate, liquidate, wind up, dissolve itself (or suffer any liquidation or dissolution), merge or consolidate, with or into any other business organization (other than amalgamations, mergers or consolidations of (i) into another Subsidiary which is not an Obligor or into an Obligor or (ii) an Obligor which is not a Domestic Subsidiary into another Obligor which is not a Domestic Subsidiary), or (iii) any liquidation or dissolution of a Subsidiary which is not an Obligor with the prior written consent of the Administrative Agent, or (b) acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the Capital Stock or property of another Person other than in connection with a transaction permitted by Section 7.9(a), in each case without the prior written consent of the Administrative Agent.

7.10 Taxes.

(a) Each Obligor and its Subsidiaries shall pay when due all Taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed or assessed against (i) the Administrative Agent or any Lender and related to, or in connection with, any of the transactions contemplated hereby or by other Loan Documents (other than taxes imposed on or measured by the net income of the Administrative Agent or any Lender), subject to reasonable notification thereof by the Administrative Agent or any Lender, and (ii) such Obligor or the Collateral or upon such Obligor's ownership, possession, use, operation or disposition thereof or upon such Obligor's rents, receipts or earnings arising therefrom. Each Obligor shall file, and shall procure that each of its Subsidiaries shall, on or before the due date therefor all personal property tax returns in respect of the Collateral. Notwithstanding the foregoing, each Obligor may contest, in good faith and by appropriate proceedings, Taxes for which such Obligor maintains adequate reserves therefor in accordance with GAAP.

(b) Any payments by or on account of any obligation of any Obligor under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by such Obligor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 7.10) the applicable recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made. Each Obligor shall timely pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes. Each Obligor shall indemnify the Administrative Agent or such Lender within ten days after

demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 7.10) payable or paid by the Administrative Agent or such Lender or required to be withheld or deducted from a payment to the Administrative Agent or such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Obligors by the Administrative Agent or such Lender shall be conclusive absent manifest error.

7.11 Corporate Changes; Maintenance and Conduct of Business; Capital Structure.

(a) No Obligor shall change its corporate name, legal form or jurisdiction of formation without at least 20 days' prior written notice to the Administrative Agent. No Obligor shall relocate its chief executive office or its principal place of business unless: (i) it has provided prior written notice to the Administrative Agent; and (ii) such relocation shall be within the continental United States.

(b) No Obligor shall relocate any item of Collateral (other than (x) sales of Inventory in the ordinary course of business, (y) relocations of Equipment having an aggregate value for all Obligors of up to $150,000 (or its equivalent in other currencies) in any fiscal year, and (z) relocations of Collateral from a location described on Exhibit B to another location described on Exhibit B) unless (i) it has provided prompt written notice to the Administrative Agent, (ii) if the Collateral is originally located in the continental United States, (A) such relocation must be within the continental United States, and (B) if such relocation is to a landlord or a third party bailee and the Collateral at such location is valued, individually or in the aggregate, in excess of Two Hundred Fifty Thousand Dollars ($250,000), it has delivered a landlord waiver or a bailee agreement (as appropriate), each in form and substance reasonably acceptable to the Administrative Agent, and (iii) if the Collateral is not originally located in the continental United States, the Administrative Agent shall be satisfied (acting reasonably) that such Collateral shall continue to be subject to a perfected Lien in form and substance satisfactory to it (including, without limitation, by the relevant Obligor deliver such landlord waivers, security agreements or equivalent documents as the Administrative Agent shall reasonably require in relation to such Collateral).

(c) Each Obligor shall, and shall cause its Subsidiaries to (i) maintain, preserve and protect, in all material respects, all of its material tangible assets and properties used or useful in the conduct of its business, and (ii) keep the same in good repair, working order and condition in all material respects (taking into condition ordinary wear and tear, casualty and condemnation) and (iii) from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto).

(d) Without the prior written consent of the Administrative Agent, no Obligor shall, and shall not permit any of its Subsidiaries to, engage in any business other than the businesses currently engaged in by it and any business or business activities reasonably incidental or related thereto, or any business or activity that is reasonably similar, complementary thereto or a reasonable extension thereof.

(e) No Obligor shall make any change in its form of organization or capital structure without providing the Administrative Agent at least five Business Days' prior written notice.

(f) Each Obligor will maintain its, and shall cause all of its Subsidiaries to maintain their, legal existence and good standing in their respective jurisdictions of formation and maintain

qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on such Obligor's business or results of operations.

7.12 Deposit Accounts. No Obligor shall maintain any Deposit Accounts, or accounts holding Investment Property, except with respect to which the Administrative Agent has an Account Control Agreement.

7.13 Subsidiaries. The Obligors shall notify the Administrative Agent of each Subsidiary formed or incorporated subsequent to the Closing Date, and, within 30 days of such formation or incorporation, shall cause any such Subsidiary to execute and deliver to the Administrative Agent a Joinder Agreement and such other documentation and opinions as the Administrative Agent may require.

7.14 Notification of Default or Event of Default. The Obligors shall notify the Administrative Agent immediately in writing via email and by telephone pursuant to Section 10.2 after any Obligor acquires knowledge of any breach or Default in the performance of any covenant or Secured Obligation under this Agreement, any Loan Document or any other agreement between any Obligor and the Administrative Agent, or the occurrence of any Event of Default.

7.15 [Reserved.]

7.16 Books and Records. Each Obligor shall, and shall cause each of its Subsidiaries to, keep adequate books and records with respect to its material business activities in which proper entries, reflecting all bona fide material financial transactions, are made in accordance with GAAP in all material respects (it being understood and agreed that any Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

7.17 Compliance with Laws and Organizational Documents; Maintenance of Licenses. Without limiting any other provision of this Agreement, each Obligor shall, and shall cause each of its Subsidiaries to, (a) comply in all respects with all Laws applicable to it except to the extent that the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and comply in all material respects with the terms of all organizational documents applicable to it, (b) obtain and maintain all material licenses, permits, certifications, franchises, consents and governmental authorizations and approvals necessary to own its property and to conduct its business as conducted on the Closing Date, except to the extent failure to obtain and maintain, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (c) (i) preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain or obtain all Governmental Approvals and all other rights, privileges and franchises necessary or desirable in the normal conduct of its business or necessary for the performance by such Person of its Secured Obligations under any Loan Document, except, in the case of clause (ii) above, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; (d) comply with all Governmental Approvals, and any term, condition, rule, filing or fee obligation, or other requirement related thereto, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect and the terms of all organizational documents applicable to it; (e) conduct its business in compliance with the economic and trade sanctions administered by OFAC, the U.S. State Department and any other applicable Governmental Authority, the FCPA and all other applicable anti-corruption laws, and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws; and (f) not amend or permit any amendments to its organizational documents, if such amendment would impair the rights and remedies available to the Administrative Agent under the Loan Documents or the Liens contemplated thereby, or otherwise be materially adverse, take as a whole, to the interests of the Administrative Agent or the Lenders.

7.18 Intellectual Property.

(a) Subject to the following sentence, with respect to each item of its Intellectual Property, each Obligor agrees to take, at its expense, all steps requested by the Administrative Agent, including in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authority, to (i) maintain each issued or registered item of Intellectual Property that exists at or after the Closing Date in full force and effect and maintain the Intellectual Property in full force and effect, and (ii) pursue the issuance, registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property. No Obligor will, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any Intellectual Property, or abandon any right to file an application for Patent, Trademark registration, or Copyright registration, other than any lapse, abandonment, cancellation, non-renewal or discontinuance of use or maintenance of intellectual property (or rights relating thereto) of any Obligor that (i) such Obligor determines in good faith is no longer desirable in the conduct of its business and (ii) is not materially disadvantageous to the interests of the Administrative Agent or any of the Lenders.

(b) Each Obligor agrees to promptly notify the Administrative Agent if such Obligor becomes aware (i) that any item of the Intellectual Property, that is the subject of an issued Patent, registered Copyright or Trademark, or an application for any of the foregoing, may have become abandoned, been placed in the public domain, or been deemed invalid or unenforceable, (ii) of any adverse determination or development regarding such Obligor's ownership of any of the Intellectual Property or its right to register the same or to keep and maintain and enforce the same, or (iii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any court, but excluding activities in the ordinary course of prosecution) regarding any item of the Intellectual Property, in each case of clauses (i), (ii) and (iii) above, unless the applicable Obligor shall have determined that such event would not be reasonably likely to materially adversely affect the rights or benefits of the Administrative Agent or any of the Lenders.

(c) In the event that an Obligor becomes aware that any item of the Intellectual Property that is owned by or exclusively licensed to any Obligor is being infringed or misappropriated by a third party, the Obligor that owns or is exclusively licensed such item of Intellectual Property shall take such actions (if any), at its expense, as such Obligor deems reasonable and appropriate under the circumstances to protect or enforce such Intellectual Property, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation.

(d) Each Obligor will use proper statutory notice in connection with its use of each item of its Intellectual Property. No Obligor will do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse or become invalid or unenforceable or be placed in the public domain other than any lapse, invalidity or unenforceability of intellectual property (or rights relating thereto) of any Obligor that (i) such Obligor determines in good faith is no longer desirable in the conduct of its business and (ii) is not materially disadvantageous to the interests of the Administrative Agent or any of the Lenders.

(e) Each Obligor will take all steps which it deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as

of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

(f) Each Obligor agrees that should it obtain an ownership interest in any item of the type that falls within the definition of Collateral IP that is not on the Closing Date a part of the Collateral IP ("After-Acquired Intellectual Property") (i) the provisions of this Agreement will automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Collateral IP subject to the terms and conditions of this Agreement and the Security Documents with respect thereto. Within 15 days after the end of each fiscal quarter each Obligor shall (A) give written notice to the Administrative Agent identifying the After-Acquired Intellectual Property acquired during such fiscal quarter, and (B) execute and deliver to the Administrative Agent, or otherwise authenticate, an IP Security Agreement substantially in the form of the IP Security Agreement delivered on or about the Closing Date or otherwise in form and substance satisfactory to the Administrative Agent covering such After-Acquired Intellectual Property and such IP Security Agreement shall be recorded by each applicable Obligor with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authority necessary to perfect the security interest hereunder and under the Security Documents in such After-Acquired Intellectual Property where such recording will be within 15 days after notice from the Administrative Agent of its satisfaction with such IP Security Agreement.

7.19 Environmental Matters; Hazardous Material. Each Obligor shall and shall procure that each of its Subsidiaries shall (a) comply with all applicable Environmental Laws, and obtain and comply with and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except for any such non-compliance or failure to obtain that could not reasonably be expected to result in a Material Adverse Effect, (b) conduct its operations and keep and maintain all Real Estate in compliance with all Environmental Laws, other than noncompliance which could not reasonably be expected to have a Material Adverse Effect; (c) promptly take any and all actions necessary to cure any violation of applicable Environmental Laws by such Obligor or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and (d) notify the Administrative Agent promptly after such Obligor becomes aware of any violation of Environmental Laws which is reasonably likely to have a Material Adverse Effect.

7.20 Lender Calls. As requested by the Administrative Agent or any Lender, at dates and times (during the applicable requested week) reasonably agreed by the Parent and the Administrative Agent, the Parent shall make its senior management, financial advisor, investment bank, if any, and counsel available via teleconference to discuss the financial position, Cash flows, variances and operations of the Parent and its Subsidiaries.

7.21 Other Reports. The Obligors shall deliver or cause to be delivered to the Administrative Agent, the following:

(a) promptly after any officer of any Obligor obtains knowledge of the commencement of any of the following, written notice in reasonable detail of any Litigation commenced or threatened in writing against such Obligor or any Subsidiary of such Obligor that (i) would reasonably be expected to result in damages in excess of $500,000 (or its equivalent in other currencies), (ii) seeks material injunctive relief, where such relief could reasonably be expected to have a Material Adverse Effect, or (iii) alleges criminal misconduct of an Obligor or any of its Subsidiaries, which alleged misconduct could reasonably be expected to have a Material Adverse Effect;

(b) promptly after any officer of any Obligor obtains knowledge of the receipt by any Obligor of any written notice of violation of or potential liability or similar written notice under any applicable Law or other development, occurrence or violation that would reasonably be expected either to result in liabilities in excess of $500,000 (or its equivalent in other currencies) or have a Material Adverse Effect;

(c) at the time of delivery of each of the Financial Statements required by Section 7.1(a), a list of any applications for the registration of any Patent, Trademark or Copyright within the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency which an Obligor has filed in the prior fiscal quarter; and

(d) such reports, notices or other documentation required to be provided pursuant to Section 7.19(c) and copies of all environmental reports, reviews and audits in an Obligor's possession pertaining to actual or potential Environmental Liabilities that would reasonably be expected to have a Material Adverse Effect on any Obligor or its Subsidiaries.

7.22 No Speculative Transactions. No Obligor shall, and shall not permit any of its Subsidiaries to, engage in any transaction involving commodity options, futures contracts or similar transactions, other than foreign currency exchange hedging transactions in the ordinary course of business consistent with past practice.

7.23 Post Closing. The Obligors shall deliver to the Administrative Agent the documents and other evidence set out in Schedule 7.23 on or before the dates set out in such Schedule, in each case in form and substance satisfactory to the Administrative Agent.

SECTION 8 EVENTS OF DEFAULT

Any one or more of the following events shall be an "Event of Default":

8.1 Payments. Any Obligor fails to (a) pay any principal or interest on any Advance on its due date, or (b) pay any other amount due under any Loan Document within three Business Days after its due date whether scheduled, upon acceleration or otherwise; or

8.2 Covenants. Any Obligor breaches or defaults in the performance of any provision of any Loan Document (other than Section 8.1) or any other agreement between any Obligor and the Secured Parties and such default continues for more than five Business Days; or

8.3 Representations. Any representation or warranty made by any Obligor in any Loan Document shall have been untrue or incorrect in any material respect when made or deemed made; or

8.4 Insolvency. Other than the pending Cases (i) any Group Member shall commence any case, proceeding or other action (A) under any Bankruptcy Law, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator, judicial manager or other similar official for it or for all or any substantial part of its assets, or any Group Member shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar

process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) any Group Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (i), (ii) or (iii) above; or (v) any analogous procedure or step to any of the acts set forth in clauses (i), (ii) or (iii) above is taken in any jurisdiction, or (vi) any Group Member shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, subject to applicable grace periods, if any; or

8.5 Attachments; Judgments. If (i) any portion of any Group Member's assets are attached or seized, or a levy is filed against any such assets, or a judgment or judgments is/are entered for the payment of money, individually or in the aggregate, of at least $250,000 (or its equivalent in other currencies), or any Group Member is enjoined or in any way prevented by court order from conducting any part of its business; or (ii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged or stayed or bonded pending appeal within 60 days from the entry thereof; or (iii) any court order enjoins, restrains or prevents a Group Member from conducting all or any material part of its business; or

8.6 Other Obligations. The occurrence of any default or breach under any agreement or obligation of any Group Member involving any Indebtedness in excess of $500,000 (or its equivalent in other currencies) other than under the Loan Documents, or receipt of written notice of the occurrence of any default or breach under any other agreement or obligation of any Group Member with annual payments or receipts in excess of $500,000 (or its equivalent in other currencies), which, in the case of such default or breach, is not cured within any applicable grace or cure period; or

8.7 Loan Documents. If (a) (i) the guaranty set forth in Section 11 ceases to be in full force and effect for any reason whatsoever, including, without limitation, a determination by any Governmental Authority that this Agreement is invalid, void or unenforceable or (ii) any Obligor or any Person acting on behalf of such Obligor shall contest in any manner the validity, binding nature or enforceability of any Loan Document or (iii) the obligations of any Obligor under any Loan Document are not or cease to be (or any Obligor or any Person on behalf of any Obligor shall assert that they are not) legal, valid, binding and enforceable in accordance with the terms of such Loan Document, or (b) any Security Document shall cease to be (or any Obligor or any Person on behalf of any Obligor shall assert that they are not) in full force and effect or any security interest purported to be created by any Loan Document shall cease to be, or shall be asserted in writing by any Obligor or any Person on behalf of any Obligor not to be, a valid, perfected, security interest in any material portion of the Collateral covered thereby; or

8.8 Change in Control. The occurrence of any Change in Control without the prior written approval of the Administrative Agent; or

8.9 Invalidity. Any material provision of any Loan Document shall for any reason cease to be valid, binding and enforceable in accordance with its terms (or any Obligor or Subsidiary of an Obligor shall challenge in writing the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms), or any security interest created under any Loan Document shall cease to be a valid and perfected (subject only to Permitted Liens) security interest or Lien (except as otherwise permitted herein or therein) in any material portion of the Collateral purported to be covered thereby, except to the extent that any such loss of perfection or priority results from any action or inaction of the Administrative Agent or any Lender; or

8.10 Subordination Provisions. If (a) any provision of any subordination or intercreditor agreement, document or instrument governing any Indebtedness that is secured by Liens that have been contractually subordinated to the Liens securing the Secured Obligations (together, "Subordination Arrangements") shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect (other than in accordance with the express terms thereof), or (b) any Person shall contest in any manner the validity or enforceability of such Subordination Arrangements or any Person shall deny that it has any further liability or obligation thereunder, or (c) any party to any Subordination Arrangements (other than the Administrative Agent or any Lender) shall fail to comply with the provisions of, does not perform its obligations under, any such Subordination Arrangements; or

8.11 Security Documents. Subject to any limitations expressly set forth herein and the exceptions set forth in the applicable Security Documents:

(a) any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof in accordance with the terms thereof or hereof) to be in full force and effect or shall be asserted in writing by any Obligor not to be a legal, valid and binding obligation of any party thereto;

(b) any security interest purported to be created by any Security Document with respect to any of the Collateral shall cease to be, or shall be asserted in writing by any Obligor not to be, a valid and perfected security interest (having the priority required by this Agreement or the relevant Security Document) in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from limitations of foreign laws, rules and regulations as they apply to pledges of Capital Stock in Foreign Subsidiaries or the application thereof; or

(c) the Guaranteed Obligations pursuant cease to be in full force and effect (other than in accordance with the terms hereof or thereof), or such Guaranteed Obligations shall be asserted in writing by any Obligor not to be in effect or not to be legal, valid and binding obligations.

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SECTION 9 REMEDIES

9.1 General.

(a) Upon the occurrence and during the continuance of any Event of Default the Administrative Agent may (or, at the direction of the Required Lenders, shall), deliver a written notice to the Parent that the Commitment of each Lender is terminated; declare all or any portion of the unpaid principal amount of all outstanding Advances, all interest accrued and unpaid thereon, all fees and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable; terminate the Loan Documents as to any future liabilities or obligations of the Secured Parties each without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Obligor.

(b) Upon the occurrence and during the continuance of any Event of Default the Administrative Agent may, at the direction of the Required Lenders, (i) freeze monies or balances in the Obligors' Deposit Accounts and securities accounts and sweep all funds contained in such accounts for application in accordance with Section 9.2; (ii) immediately set-off any and all

amounts in accounts maintained by the Obligors with Administrative Agent or the Lenders against the Secured Obligations, or otherwise enforce any and all rights against the Collateral in the possession of Administrative Agent or any of the Lenders, including, without limitation, disposition of the Collateral solely for application towards the Secured Obligations; (iii) sell all or substantially all of the Obligors' assets; (iv) immediately commence the sale of all or substantially all of the Collateral and the Obligors and their advisors will cooperate therewith, including by delivering a budget that contemplates the liquidation of all of the Obligors' assets in form and substance acceptable to the Required Lenders; and (v) take any other actions or exercise any other rights or remedies permitted under the Loan Documents, applicable non-Bankruptcy Law, or otherwise.

9.2 Collection; Foreclosure. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall at the request of the Required Lenders at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as the Administrative Agent may elect. Any such sale may be made either at public or private sale at its place of business or elsewhere. The Obligors agree that any such public or private sale may occur upon ten calendar days' prior written notice to the Obligors. The Administrative Agent may require the Obligors to assemble the Collateral and make it available to the Administrative Agent at a place designated by the Administrative Agent that is reasonably convenient to the Administrative Agent and the Obligors. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by the Administrative Agent in the following order of priorities:

(a) First, to the Administrative Agent in an amount sufficient to pay in full costs and professionals' and advisors' fees and expenses as described in Section 10.12;

(b) Second, ratably, to pay any costs and expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents, until paid in full;

(c) Third, ratably to each DIP Lender to pay the outstanding principal balance of the DIP Loan (on a pro rata basis) until the DIP Loan is paid in full;

(d) Fourth, ratably to each Exit Lender to pay the outstanding principal balance of the Exit Loan (on a pro rata basis) until the Exit Loan is paid in full;

(e) Fifth, to pay any other Secured Obligations; and

(f) Finally, after the full, final, and indefeasible payment in Cash of all of the Secured Obligations, to any creditor holding a junior Lien on the Collateral, or to such Obligor or its representatives or as a court of competent jurisdiction may direct. The Administrative Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

9.3 Marshalling. In no event shall the Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral or the Secured Obligations.

9.4 Cumulative Remedies. The rights, powers and remedies of the Administrative Agent hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of the Administrative Agent.

SECTION 10 MISCELLANEOUS

10.1 Severability. Whenever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of any Loan Document shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of such Loan Document.

10.2 Notice. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing and may be personally served or sent by electronic mail or United States mail or courier service and shall be deemed to have been given (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (c) when delivered, if hand delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address or email address indicated below, in each case addressed to the party to be notified as follows (or to such other address as a party to this Agreement may notify the other parties in writing from time to time):

(a) If to the Administrative Agent:

EUAGORE, LLC
1180 San Carlos Avenue, #717
San Carlos, CA 94070
Attention: Barbara Hager
E-mail: amyris@forisventures.com

with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP
Three Embarcadero Center
28th Floor
San Francisco, CA 94111
Attention: Jon Novotny, Esq.
Phone: (415) 733-6181
Email: jnovotny@goodwinlaw.com

(b) If to the Obligors:

AMYRIS, INC.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450-0761
Email: generalcounsel@amyris.com

with a copy (which shall not constitute notice) to each of:

FENWICK & WEST LLP
Silicon Valley Center

801 California Street
Mountain View, CA 94041
Attention: David Michaels
Phone: (650) 988-8500
Email: dmichaels@fenwick.com

and to:

PACHULSKI STANG ZIEHL & JONES LLP
One Sansome Street, Suite 3430
San Francisco, CA 94104
Attention: Debra Grassgreen
Phone: (415) 217-5102
Email: dgrassgreen@pszjlaw.com

or to such other address as each party may designate for itself by like notice.

10.3 Entire Agreement; Amendments.

(a) This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof.

(b) No Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.3(b). The Required Lenders and each Obligor party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Obligor party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications to any Loan Document to add any provision to any Loan Documents or change in any manner the rights of the Lenders or of the Obligors thereunder, or (ii) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of any Loan Document or any Default or Event of Default and its consequences *provided* that no such waiver and no such amendment, supplement or modification shall (A) forgive the principal amount or extend the final scheduled date of maturity of any Loan, reduce the stated rate of any interest (other than a waiver of default interest) or fee payable hereunder or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby, (B) eliminate or reduce the voting rights of any Lender under this Section 10.3(b) without the written consent of such Lender, (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by any Obligor of any of its rights and obligations under the Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under Section 11, in each case without the written consent of all Lenders, (D) (i) amend, modify or waive the pro rata requirements of Section 2.4 in a manner that adversely affects DIP Lenders without the written consent of each DIP Lender, or (ii) amend, modify or waive the *pro rata* requirements of Sections 2.1(b) or 2.4 in a manner that adversely affects Exit Lenders without the written consent of each Exit Lender, (E) reduce the percentage specified in the definition of (i) Majority DIP Lenders without the written consent of all DIP Lenders, or (i) Majority Exit Lenders without the written consent of all Exit Lenders, (F) amend, modify or waive any provision of Section 12 without

the written consent of the Administrative Agent, (G) amend, modify or waive any provision of Section 3.7 without the written consent of the Majority DIP Lender, or (H) (i) amend or modify the application of prepayments set forth in Section 2.5(b) or the application of payments set forth in Section 9.2 in a manner that adversely affects DIP Lenders without the written consent of the Majority DIP Lenders, or (ii) amend or modify the application of prepayments set forth in Section 2.5(b) or the application of payments set forth in Section 9.2 in a manner that adversely affects Exit Lenders without the written consent of the Majority Exit Lenders. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Obligors, the Lenders and the Administrative Agent. In the case of any waiver, the Obligors, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured during the period such waiver is effective; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(c) The Administrative Agent may, with the consent of the Parent only, amend, modify or supplement any Loan Document to cure any omission, mistake or defect.

10.4 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.5 No Waiver. The powers conferred upon the Administrative Agent by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. No omission or delay by the Administrative Agent at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Obligors at any time designated, shall be a waiver of any such right or remedy to which the Administrative Agent is entitled, nor shall it in any way affect the right of the Administrative Agent to enforce such provisions thereafter.

10.6 Survival. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of the Administrative Agent and shall survive the execution and delivery of this Agreement and the expiration or other termination of the Loan Documents.

10.7 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on the Obligors and their permitted assigns (if any). The Obligors shall not assign any obligations under this Agreement or any of the other Loan Documents without the Administrative Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Each Lender may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without the consent of, or prior notice to, the Obligors (except that such Lender shall notify the Obligors of an assignment for the limited purpose of recording such assignment in the Register in accordance with Section 10.13), and all of such rights shall inure to the benefit of such Lender's successors and permitted assigns.

10.8 Governing Law. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE

WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

10.9 Consent to Jurisdiction and Venue.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; *PROVIDED*, THAT ANY PROCEEDING SHALL BE BROUGHT FIRST TO THE BANKRUPTCY COURT, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OBLIGOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH OBLIGOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.8, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE OBLIGORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OBLIGOR IN ANY OTHER JURISDICTION. EACH OBLIGOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY OBLIGOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH OBLIGOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Obligor irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Secured Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the Bankruptcy Court.

10.10 Mutual Waiver of Jury Trial / Judicial Reference. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT,

INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OBLIGOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE LENDER OR THE ADMINISTRATIVE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER OR THE ADMINISTRATIVE AGENT WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH OBLIGOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER AND THE ADMINISTRATIVE AGENT ENTERING INTO THIS AGREEMENT.

10.11 Professional Fees. The Obligors promise to pay the Administrative Agent's and each Lender's fees and expenses necessary to finalize any loan documents, including but not limited to reasonable attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses, all as set forth on a summary invoice provided to the Obligors. In addition, the Obligors promise to pay any and all reasonable attorneys' and other professionals' fees and expenses incurred by the Administrative Agent or such Lender after the Closing Date in connection with or related to: (a) any Advance; (b) the administration, syndication, distribution, collection, or enforcement of the Loan; (c) any amendments, modifications or waivers of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated); (d) any waiver, consent, release, or termination under the Loan Documents; (e) the enforcement, collection or protection of the Administrative Agent or any Lender's rights in connection with this Agreement and the Loan Documents, including the protection, preservation, audit, field exam, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to the Obligors or the Collateral, and any appeal or review thereof; or (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to the Obligors, the Collateral or the Loan Documents, including representing the Administrative Agent or the Lenders in any adversary proceeding or contested matter commenced or continued by or on behalf of any Obligor's estate, and any appeal or review thereof.

10.12 Confidentiality. The Administrative Agent and the Lenders acknowledge that certain items of Collateral and information provided to the Administrative Agent or such Lenders by the Obligors are confidential and proprietary information of the Obligors, if and to the extent such information either (x) is marked as confidential by an Obligor at the time of disclosure, or (y) should reasonably be understood to be confidential (the "Confidential Information"). Accordingly, the Administrative Agent and each Lender agree that any Confidential Information they may obtain pursuant to Section 7.1, in the course of acquiring, administering, or perfecting the Lender's security interest in the Collateral or otherwise shall not be disclosed to any other Person or entity in any manner whatsoever, in whole or in part, without the written consent of the Obligors, except that the Administrative Agent or any such Lender may disclose any such information: (a) to their respective directors, officers, employees, accountants, counsel and other professional advisors and to its Affiliates if the Administrative Agent or such Lender in its sole discretion determines that any such party should have access to such information in connection with such party's responsibilities in connection with the Advances or this Agreement and, provided, that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public (other than as a result of the Administrative Agent's or such Lender's breach of its obligations under this Section 10.12); (c) if required or appropriate in any report, statement or testimony submitted to any Governmental Authority having or claiming to have jurisdiction over the Administrative Agent or such Lender; (d) if required or appropriate in response to any summons or subpoena or in connection with any

litigation, to the extent permitted or deemed advisable by the Administrative Agent's or such Lender's counsel; (e) to comply with any legal requirement or law applicable to the Administrative Agent or such Lender; (f) to the extent reasonably necessary in connection with the exercise of any right or remedy under any Loan Document, including the Administrative Agent's sale, lease, or other disposition of Collateral after Default; (g) to any participant or assignee of any Lender or any prospective participant or assignee; provided, that such participant or assignee or prospective participant or assignee agrees in writing to be bound by this Section prior to disclosure; or (h) otherwise with the prior consent of the Obligors; provided, that any disclosure made in violation of this Agreement shall not affect the Secured Obligations of each Obligor or any of its Affiliates or any guarantor under this Agreement or the other Loan Documents.

10.13 Assignment of Rights. The Obligors acknowledge and understand that any Lender may sell and assign all or part of its interest hereunder and under the Loan Documents to any Person or entity (an "Assignee"), subject to the restrictions set forth in Section 10.7. After such a permitted assignment the term "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of the Lender hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, the Administrative Agent shall retain all rights, powers and remedies hereby given. No such assignment by any such Lender shall relieve any Obligor of any of its obligations hereunder. The Administrative Agent and the Lenders agree that in the event of any transfer by it of the Note(s) (if any), it will endorse thereon a notation as to the portion of the principal of the Note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon. The Obligors shall maintain a register (the "Register") for the recordation of the name and address of each Lender and the principal amount of and stated interest on the amount owing to the Lender pursuant to the terms hereof from time to time. The entries in the Register shall be conclusive absent manifest error, and the Obligors and each Lender shall treat each person or entity whose name is recorded in the Register as such Lender for all purposes of this Agreement. In the event that the Lenders sells a participation interest in any Advances, the Lenders shall maintain a similar register. The parties shall take any other action necessary from time to time to establish that the Advances (and any Note(s) evidence the Advances) and the amounts otherwise owing hereunder are in registered form under section 5f.103-1(c) of the Treasury Regulations.

10.14 Revival of Secured Obligations. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against any Obligor for liquidation or reorganization, if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of any Obligor's assets, or if any payment or transfer of Collateral is recovered from the Administrative Agent or any Lender. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to the Administrative Agent, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or must otherwise be restored or returned by, or is recovered from, the Administrative Agent, the Lenders or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and indefeasible payment to the Lenders in Cash.

10.15 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

10.16 No Third-Party Beneficiaries. No provisions of the Loan Documents are intended, nor will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the Administrative Agent, the Lenders and the Obligors unless specifically provided otherwise herein, and, except as otherwise so provided, all provisions of the Loan Documents will be personal and solely among the Administrative Agent, the Lenders and the Obligors.

10.17 Publicity.

(a) So long as the Administrative Agent and the Lenders provides the Obligors prior written notice and a reasonable opportunity to review, the Obligors consent to the publication and use by the Administrative Agent, the Lenders and any of its member businesses and Affiliates of (i) the Obligors' names (including a brief description of the relationship between the Obligors and the Lenders) and logo and a hyperlink to the Obligors' web sites, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Lender Publicity Materials"); (ii) the names of officers of the Obligors in the Lender Publicity Materials; and (iii) the Obligors' names, trademarks or servicemarks in any news release concerning the Lenders.

(b) No Obligor nor any of its member businesses and Affiliates shall, without the Administrative Agent's or Lenders' consent (which shall not be unreasonably withheld or delayed), publicize or use (i) the Administrative Agent's or Lenders' name (including a brief description of the relationship among such Obligor, the Administrative Agent and the Lenders), logo or hyperlink to the Lenders' web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Obligor Publicity Materials"); (ii) the names of officers of the Administrative Agent and the Lenders in the Obligor Publicity Materials; and (iii) the Lenders' name, trademarks, servicemarks in any news release concerning such Obligor, *provided*, *however*, that this provision shall not restrict such Obligor from disclosing or using any such information as required by applicable law or regulation.

10.18 Overpayments. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the principal of or interest on any Advance made by it or other obligations hereunder, as applicable (other than pursuant to a provision hereof providing for non-pro rata treatment), in excess of its DIP Percentage or Exit Percentage, as applicable, of such payment on account of the Advances or participations obtained by all of the Lenders, such Lender shall forthwith advise the Administrative Agent of the receipt of such payment, and within five (5) Business Days of such receipt purchase (for cash at face value) from the other DIP Lenders or Exit Lenders, as applicable (through the Administrative Agent), without recourse, such participations in the DIP Advances or Exit Advances made by them, as applicable, or make such other adjustments as shall be equitable, as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of the other Lenders in accordance with their respective DIP Percentages or Exit Percentages, as applicable; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered by or on behalf of a Borrower from such purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 10.18 may exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. No documents other than notices and the like referred to in this Section 10.18 shall be required to implement the terms of this Section 10.18. The Administrative Agent shall keep records (which shall be conclusive and binding in the absence of demonstrable error) of participations purchased pursuant to this Section 10.18 and shall in each case notify the DIP Lenders or the Exit Lenders, as applicable, following any such purchase. The provisions of this

Section 10.18 shall not be construed to apply to any payment (i) made by or on behalf of a Borrower pursuant to and in accordance with the express terms of this Agreement, or (ii) obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than an assignment to a Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply). Each Obligor consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

10.19 Electronic Signatures. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

10.20 Protective Payments. If an Obligor fails to timely obtain the insurance called for by this Agreement or fails to pay any premium thereon or fails to timely pay any other amount which an Obligor is obligated to pay under any Loan Document or which may be required to preserve the Collateral, the Administrative Agent may obtain such insurance or make such payment, and all amounts so paid by the Administrative Agent are expenses of the Administrative Agent and immediately due and payable, bearing interest at the then highest rate applicable to the Secured Obligations, and secured by the Collateral. The Administrative Agent will make reasonable efforts to provide the Obligors with notice of the Administrative Agent obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by the Administrative Agent are deemed an agreement to make similar payments in the future or the Administrative Agent's waiver of any Event of Default.

10.21 Set off. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent and the Lenders are hereby authorized at any time and from time to time, without prior notice to any Obligor, any such notice being expressly waived by the Obligors, to the fullest extent permitted by applicable law, to set off and apply any and all deposits, in any currency, at any time held or owing, and any other credits, indebtedness, claims or obligations, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent and the Lenders to or for the credit or the account of any Obligor against any and all of the Secured Obligations of the Obligors now or hereafter existing under the Loan Documents to the Administrative Agent and the Lenders that are then due and payable, irrespective of whether or not the Administrative Agent and the Lenders shall have made any demand under any Loan Document and although such obligations of the Obligors may be contingent or unmatured. The rights of the Administrative Agent and the Lenders under this Section 10.21 are in addition to other rights and remedies (including other rights of set-off) which the Administrative Agent and the Lenders may have.

10.22 [Reserved.]

10.23 Additional Waivers.

(a) The Secured Obligations are the joint and several obligation of each Obligor. To the fullest extent permitted by applicable law, the Secured Obligations of each Obligor shall not be affected by (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce or exercise any right or remedy against any other Obligor under the provisions of any Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any

release from any of the terms or provisions of, any Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Administrative Agent or any Lender.

(b) The Secured Obligations of each Obligor shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Secured Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Secured Obligations or otherwise. Without limiting the generality of the foregoing, the Secured Obligations of each Obligor hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent and the Lenders to assert any claim or demand or to enforce any remedy under any Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Secured Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Obligor or that would otherwise operate as a discharge of any Obligor as a matter of law or equity.

(c) To the fullest extent permitted by applicable law, each Obligor waives any defense based on or arising out of any defense of any other Obligor or the unenforceability of the Secured Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Obligor. The Administrative Agent, at its election, foreclose on any security held by one or more of them by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Secured Obligations, make any other accommodation with any other Obligor, or exercise any other right or remedy available to them against any other Obligor, without affecting or impairing in any way the liability of any Obligor hereunder. Each Obligor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Obligor against any other Obligor, as the case may be, or any security.

10.24 Certain Spanish Matters.

(a) Notwithstanding any other provision of the Loan Documents, where it relates to a Person incorporated in Spain, if applicable, and unless a contrary intention appears, a reference to: (i) "insolvency" or "insolvency proceeding" and any step or proceeding relating to it has the meaning attributed to them under the Spanish Insolvency Law, including a *declaración de concurso con independencia de su carácter necesario o voluntario* as well as any *solicitud de inicio del procedimiento de concurso voluntario*, the request of declaration of insolvency by a third party (*solicitud de concurso por acreedores*) (including without limitation, any petition filed under to a competent court pursuant to articles 585 et seq., and 635 et seq. of the Spanish Insolvency Law, petition to appoint a restructuring expert pursuant to articles 672 et seq., and *its solicitud de inicio de procedimiento de concurso, auto de declaración de concurso, convenio judicial o extrajudicial con acreedores* and *transacción extrajudicial*). A Person being unable to pay its debts includes that Person being in a state of *insolvencia* or in *concurso* according to Spanish Insolvency Law; (ii) "winding up" or "dissolution" includes, without limitation, *disolución* or *liquidación*, or any other similar proceedings and shall be used to those circumstances as regulated under Spanish law from time to time; (iii) a "composition" or similar arrangement with any creditor includes, without limitation, a *convenio de acreedores* or *plan de reestructuración* to be judicially sanctioned for the purposes of the Spanish Insolvency Law or any agreement under Title II or Title III of the Second Book of the Spanish Insolvency Law; (iv) a "Lien" or "security" includes any mortgage (*hipoteca*), pledge (*prenda*) (with or without transfer of possession), financial collateral agreement (*garantía financiera pignoraticia*) and, in general, any in rem security right governed by Spanish law; and (vi) a "guarantee" includes any accessory personal guarantee

(*fianza*), performance bond (*aval*), joint and several guarantee (*garantía solidaria*) and first demand guarantee (*garantía a primer requerimiento*)

(b) At the reasonable request of the Administrative Agent, this Agreement and each Spanish Security Document shall be formalized as a Spanish Public Document. Any amendments hereto or thereto shall be also formalized as a Spanish Public Document if (i) the applicable action entails an increase of any payment obligation or an extension of the Maturity Date or any other payment date set forth herein; or (ii) not formalizing the applicable actions in a Spanish Public Document will prejudice the Lenders' enforcement rights against the Obligors in the reasonable opinion of the Administrative Agent. The Lenders shall use reasonable endeavors to limit costs that arise in connection formalization in a Spanish Public Document by virtue of this clause (b) (including, to the extent possible, that any Spanish Public Document to be executed in accordance with this clause (b) will only be executed by the relevant Administrative Agent on behalf of the Lenders; and by the Borrowers and/or the Obligors, as applicable; no other Group Members will be required to execute and formalize the relevant Spanish Public Document). Promptly following the reasonable request of the Administrative Agent, each Obligor also undertakes to grant any public or private document strictly required for the purposes of or in relation to such Spanish Public Document. Any costs and expenses relating to such formalization which are reasonably and properly incurred shall be paid and paid by the Obligors in accordance with this Agreement. The costs of issuance of the first copies (with and without enforcement title) of such Spanish Public Document shall be borne by the Obligors and the cost regarding the issuance of additional copies will be borne by the Person requesting such additional copies. Each Obligor undertakes that the Spanish Public Document shall state any conditions that the Administrative Agent reasonably considers necessary or convenient in respect of the enforceability of the Loan Documents referred to in article 517 et seq of the Spanish Civil Procedural Law.

(c) For the purpose of art. 571 et seq. of the Spanish Civil Procedural Law, the parties to this Agreement agree that: (A) the amount due and payable under the Loan Documents that may be claimed in any executive judicial proceedings will be contained in a certificate setting out the relevant calculations and determinations provided by the Administrative Agent and will be based on the accounts maintained by the Administrative Agent in connection with this Agreement; (B) the Administrative Agent and/or each Lenders may (at the cost of the Borrowers) have the certificate notarized evidencing that the calculations and determinations have been effected; and (C) the Administrative Agent and/or the Lenders may claim the total amount of the principal and interest due if there is a default in the repayment of any instalment of principal or interest.

(d) The Administrative Agent and/or the Lenders may start, where applicable, executive judicial proceedings (*procedimiento ejecutivo*) in Spain, in connection with or relating to this Agreement and the Spanish Pledge Agreement by providing to the relevant court the documents specified in article 573 of the Spanish Civil Procedural Act, namely: (A) an original notarial copy of this Agreement; (B) a notarial document (*acta notarial*) incorporating the certificate of the Administrative Agent and/or the Lenders for the purposes of Article 572 of the Spanish Civil Procedural Act; and (B) evidence that the relevant party has been notified of the amount which is due and payable resulting from the certificate.

(e) The Obligors hereby expressly authorize the Administrative Agent (and each Lender, as appropriate) to request and obtain certificates and documents issued by the notary who has formalized this Agreement (or any accession deed or amendment thereto) in order to evidence its compliance with the entries of his registry-book and the relevant entry date for the purpose of numbers 4º or 5º (as applicable) of Article 517 of the Spanish Civil Procedural Law. The cost of such certificate and documents will be for the account of the Obligors.

(f) For the purposes of Article 540.2 of the Spanish Civil Procedural Law, the Obligors acknowledge and accept that, any assignment, transfer or change of Lenders shall be duly and sufficiently

evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are in each moment, and therefore, those who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through executive judicial proceeds (*procedimiento ejecutivo*) without further evidence being required.

(g) Except as provided for in this Agreement or under the Spanish Pledge Agreement, none of the Lenders will be prevented from initiating enforcement proceedings before the Spanish courts against the Obligors, which is hereby expressly acknowledged and accepted by the Obligors.

SECTION 11 GUARANTY; WAIVERS.

11.1 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Secured Obligations now or hereafter existing under any Loan Document, whether for principal, interest, fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by a Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Lender in enforcing any rights under the guaranty set forth in this Section 11. Subject to Section 11.6, without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Lender under any Loan Document. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, compromise, receivership, insolvency, reorganization, or similar debtor relief law (including, without limitation, any proceeding under applicable corporate law seeking a compromise or arrangement of, or relief from, any debts of the corporation or a stay of proceedings to enforce any of the claims of the corporation's creditors against it) of the United States.

11.2 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Section 11 constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by the Secured Parties to any Collateral. The Secured Obligations of each Guarantor under this Section 11 are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Obligor or whether any Obligor is joined in any such action or actions. The liability of each Guarantor under this Section 11 shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Obligor or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(a) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, the Secured Parties;

(b) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Obligor; or

(c) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Obligor or any other guarantor or surety.

This Section 11 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Secured Parties or any other Person pursuant to the Cases or otherwise, all as though such payment had not been made.

11.3 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Section 11 and any requirement that the Secured Parties exhaust any right or take any action against any Obligor or any other Person or any Collateral, (iii) any right to compel or direct the Secured Parties to seek payment or recovery of any amounts owed under this Section 11 from any one particular fund or source or to exhaust any right or take any action against any other Obligor, any other Person or any Collateral, (iv) any requirement that the Secured Parties protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Obligor, any other Person or any Collateral, and (v) any other defense available to any Guarantor; *provided* that, notwithstanding the foregoing or anything to the contrary herein or in any other Loan Document, no Guarantor waives or shall be deemed to have waived the defense of payment. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Secured Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.3 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Section 11, and acknowledges that this Section 11 is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

11.4 Continuing Guaranty; Assignments. This Section 11 is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations and all other amounts payable under this Section 11 and the Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Secured Parties may pledge, assign or otherwise transfer all or any portion of their rights and obligations under this Agreement (including, without limitation, all or any portion of their Commitments and the Advances owing to them) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted the Secured Parties herein or otherwise, in each case as provided in Section 11.7.

11.5 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Obligor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Section 11, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Obligor or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Obligor or any other guarantor, directly

or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations shall have been paid in full in cash and the DIP Termination Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and the DIP Termination Date, such amount shall be held in trust for the benefit of the Secured Parties shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Section 11, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Section 11 thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and (iii) the DIP Termination Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

11.6 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Section 11 (this "Guaranty"). Accordingly, if any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of the guaranty under this Section 11 (including, without limitation, in respect of this Section 11.6), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.6. In this Section 11.6: "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Guaranty in respect of the Secured Obligations so guaranteed. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the Secured Obligations of such Guarantor under the guaranty under this Section 11 that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.6, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.6 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.6. Any payment on account of an amount that is payable hereunder or under any other Loan Document must be made in United States Dollars.

11.7 General Limitation of Brazilian Law. The obligations of Amyris Biotecnologia do Brasil Ltda. under this Section 11 shall constitute a first demand payment guarantee and joint and several obligation in respect to the Secured Obligations. Should the guarantee of Amyris Biotecnologia do Brasil Ltda. be interpreted by a Brazilian court as a surety (*fiança*), Amyris Biotecnologia do Brasil Ltda. shall be deemed to have waived the privileges of order and all other privileges provided under articles 827, 829,

830, 834, 835, 837 and 839 of the Brazilian Civil Code and article 794 of the Brazilian Code of Civil Procedure (Law No. 13,105/2015).

SECTION 12 AGENCY

12.1 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints Euagore, LLC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as otherwise provided in Section 12.6(b), the provisions of this Section 12 are solely for the benefit of the Administrative Agent and the Lenders, and the Obligors shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Each Lender hereby irrevocably authorizes the Administrative Agent, based upon the instruction of the Required Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC), at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with applicable requirements of law.

(c) The Administrative Agent shall also act as the collateral agent under the Loan Documents and each Lender hereby irrevocably (i) authorizes the Administrative Agent to enter into all other Loan Documents, as applicable, including the Security Agreement, any subordination agreements and any other Security Documents, and (ii) appoint and authorize the Administrative Agent to act as the agent of the Secured Parties for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Obligors to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. The Administrative Agent, as collateral agent and any co-agents, sub-agents and attorneys-in-fact (appointed by the Administrative Agent pursuant to this Agreement to hold or enforce any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Section 12 as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Administrative Agent is further authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders, from time to time to take any action, or permit the any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent to take any action, with respect to any Collateral or the Loan Documents which may be necessary to perfect and maintain perfected the Liens upon any Collateral granted pursuant to any Loan Document.

(d) Each Lender irrevocably appoints each other Lender as its agent and bailee for the purpose of perfecting Liens (whether pursuant to Section 8-30l (a)(2) of the UCC or otherwise), for the benefit of the Secured Parties, in assets in which, in accordance with the UCC or any other

applicable requirement of law a security interest can be perfected by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly following the Administrative Agent's request therefor, shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

12.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its branches and Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Parent or any Subsidiary of the Parent or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

12.3 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent shall not:

(a) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its branches or Affiliates in any capacity;

(d) be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders, or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by a Obligor or a Lender;

(e) be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction

of any condition set forth herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent; or

(f) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to a non-compliant assignment of Loans in respect hereof.

12.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Obligors), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

12.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Representatives. The exculpatory provisions of this Article shall apply to any such sub agent and to the Representatives of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the DIP Facility hereunder as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents. Without limiting the other provisions of this Section 12.5, the Administrative Agent is authorized by the Lenders and the Obligors to engage any local administrative agent, in other jurisdictions, as may be necessary for the fulfillment of all Secured Obligations, including, but not limited to, the execution, registration and perfection of the security interests to be granted and perfected by Guarantors.

12.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Obligors. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Parent, to appoint a successor, which shall be a bank with an office in California, or an Affiliate of any such bank with an office in California. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is also a Lender that has notified the Parent that it does not tend to comply with its funding obligations hereunder, has made a public statements to that effect or has otherwise failed to fund its Commitments in contravention with the terms and conventions hereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Parent and such Person remove such Person as Administrative Agent and, in consultation with the Parent, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Obligors to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Obligors and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.11 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Representatives in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

12.7 Non-Reliance on Administrative Agent and Lenders. Each Lender expressly acknowledges that the Administrative Agent has not made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of the Parent or any affiliate thereof, shall be deemed to constitute any representation or any warranty by the Administrative Agent to any Lender as to any matter, including whether the Administrative Agent has disclosed material information in its (or its Representatives') possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Representatives and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Parent and its subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Obligors hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Representatives and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers. Each Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and certain other facilities

set forth herein and (ii) it is engaged in making, acquiring or holding commercial loans, issuing or participating in letters of credit or providing other similar facilities in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans, issuing or participating in letters of credit and providing other facilities set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans, issue or participate in letters of credit and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans, issue or participate in letters of credit or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans, issue or participate in letters of credit or providing such other facilities.

12.8 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any or any other judicial proceeding relative to the Obligors, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 10.11) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same,

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 10.11.

12.9 [Reserved].

12.10 Erroneous Payments.

(a) If the Administrative Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal,

interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within 5 Business Days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 12.10 and held in trust for the benefit of the Administrative Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender shall use commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 12.10(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 12.10(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 12.10(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers; *provided* that this Section 12.10(d) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Secured Obligations of the Borrowers relative to the amount (and/or timing for payment) of the Secured Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; *provided, further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from, or on behalf of (including through the exercise of remedies under any Loan Document), the Borrowers for the purpose of a payment on the Secured Obligations.

(e) To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.10 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

12.11 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Obligor or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures or cause any of the foregoing (through Affiliates or otherwise), with respect to any Collateral or any other property of any such Obligor, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders). Without limiting the foregoing, each Lender agrees that, except as otherwise provided in any Loan Documents or with the written consent of the Administrative Agent (at the direction of the Required Lenders), it will not take any enforcement action, accelerate Secured Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable legal requirements to credit bid or purchase any portion of the Collateral at any sale or foreclosure thereof referred to in Section 8.1 *provided* that nothing contained in this Section 12.11 shall affect any Lender's right to credit bid its pro rata share of the Secured Obligations pursuant to Section 363(k) of the Bankruptcy Code.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first written above.

BORROWERS:

AMYRIS, INC., a Delaware corporation

By: _____
Name:
Title:

APRINNOVA, **LLC**, a Delaware limited liability company

By: _____
Name:
Title:

AB TECHNOLOGIES LLC, a Delaware limited liability company

By: _____
Name:
Title:

GUARANTORS:

AMYRIS, INC., a Delaware corporation

By: _____
Name:
Title:

APRINNOVA, **LLC**, a Delaware limited liability company

By: _____
Name:
Title:

AB TECHNOLOGIES LLC, a Delaware limited liability company

By: _____
Name:
Title:

AMYRIS BIOTECHNOLOGIA DO BRASIL LTDA., a Brazilian limited liability company

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

EUAGORE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

LENDERS:

EUAGORE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

FORIS VENTURES, LLC, a Delaware limited liability company

By: _____
Name:
Title:

Schedule 1

Part 1

Borrowers

1. Amyris, Inc., a Delaware corporation
2. AB Technologies LLC, a Delaware limited liability company
3. Aprinnova, LLC, a Delaware limited liability company

Part 2

Guarantors

1. Amyris, Inc., a Delaware corporation
2. AB Technologies LLC, a Delaware limited liability company
3. Aprinnova, LLC, a Delaware limited liability company
4. Amyris Biotecnologia Do Brasil Ltda., a Brazil limited liability company

(REDLINE SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND PROPOSED CURE AMOUNTS)

Execution Version

~~SECOND~~ AMENDED AND RESTATED LOAN ~~AND SECURITY~~ AGREEMENT

Originally dated as of August 9, 2023, as amended and restated on May 7, 2024

by and among

AMYRIS, INC., AB TECHNOLOGIES, LLC
and APRINNOVA, LLC,
as Borrowers

THE SUBSIDIARIES OF THE BORROWERS PARTY HERETO,
as Guarantors,

EUAGORE, LLC,
as Administrative Agent,

and

THE LENDERS PARTY HERETO

TABLE OF CONTENTS

Page

SECTION 1 DEFINITIONS AND RULES OF CONSTRUCTION; AMENDMENT AND RESTATEMENT 3

1.1 Definitions 3

1.2 Interpretation 19

1.3 Amendment and Restatement 19

SECTION 2 THE ADVANCES 20

2.1 Advances 20

2.2 Maximum Interest 21

2.3 Default Interest 22

2.4 Payments 22

2.5 Prepayment 22

2.6 Notes 23

2.7 Increased Costs 23

SECTION 3 PRIORITY AND LIENS; NO DISCHARGE 23

3.1 Priority 23

3.2 Automatic Perfection 23

3.3 Collateral 24

3.4 Real Estate Collateral 24

3.5 Liens 25

3.6 Filings 25

3.7 Payment Priority/Subordination 25

3.8 Administrative Agent Remedies 26

3.9 Waiver of Equity Redemption 27

3.10 Preserving Collateral 27

3.11 Power of Attorney 27

3.12 Release 28

SECTION 4 CONDITIONS PRECEDENT TO ADVANCES 28

4.1 Advances 28

4.2 Subsequent Advances 28

SECTION 5 REPRESENTATIONS AND WARRANTIES 29

5.1 Corporate Status; Compliance with Law 29

5.2 Collateral 29

5.3 Organizational Power, Authorization, Enforceable Obligations, Consents 30

TABLE OF CONTENTS
(continued)

Page

5.4 Material Adverse Effect....30
5.5 Actions Before Governmental Authorities....30
5.6 Laws....30
5.7 Information Correct and Current....30
5.8 Tax Matters....31
5.9 Intellectual Property....31
5.10 Financial Accounts....33
5.11 Employee Loans....33
5.12 Capitalization and Subsidiaries....33
5.13 Financial Statements and Projections....33
5.14 Ownership of Property....33
5.15 Labor Matters....34
5.16 Government Regulation....34
5.17 [Reserved.]....34
5.18 Environmental Matters....34
5.19 Insurance....34
5.20 Foreign Assets Control Regulations, Etc....34
5.21 ERISA....35
5.22 Security Documents....35
SECTION 6 INSURANCE; INDEMNIFICATIONS....36
6.1 Coverage....36
6.2 Certificates....36
6.3 Indemnity....37
SECTION 7 COVENANTS....37
7.1 Financial Statements....38
7.2 Management Rights and Inspections....39
7.3 Further Assurances....40
7.4 Indebtedness; Amendments....40
7.5 Collateral; Liens Generally....40
7.6 Investments....41
7.7 Distributions....41
7.8 Transfers....41

TABLE OF CONTENTS
(continued)

Page

7.9 Mergers or Acquisitions 41
7.10 Taxes....41
7.11 Corporate Changes; Maintenance and Conduct of Business; Capital Structure 42
7.12 Deposit Accounts....43
7.13 Subsidiaries....43
7.14 Notification of Default or Event of Default....43
7.15 [Reserved.]....43
7.16 Books and Records 43
7.17 Compliance with Laws and Organizational Documents; Maintenance of Licenses 43
7.18 Intellectual Property 44
7.19 Environmental Matters; Hazardous Material 45
7.20 Lender Calls....45
7.21 Other Reports....45
7.22 No Speculative Transactions 46
7.23 Post Closing....46
SECTION 8 EVENTS OF DEFAULT....46
8.1 Payments....46
8.2 Covenants 46
8.3 Representations....46
8.4 Insolvency....46
8.5 Attachments; Judgments....47
8.6 Other Obligations 47
8.7 Loan Documents....47
8.8 Change in Control....47
8.9 Invalidity....48
8.10 Subordination Provisions....48
8.11 Security Documents....48
SECTION 9 REMEDIES 49
9.1 General....49
9.2 Collection; Foreclosure....49
9.3 Marshalling....50
9.4 Cumulative Remedies....50

TABLE OF CONTENTS
(continued)

Page

SECTION 10 MISCELLANEOUS 50
10.1 Severability 50
10.2 Notice 50
10.3 Entire Agreement; Amendments 51
10.4 No Strict Construction 52
10.5 No Waiver 52
10.6 Survival 53
10.7 Successors and Assigns 53
10.8 Governing Law 53
10.9 Consent to Jurisdiction and Venue 53
10.10 Mutual Waiver of Jury Trial / Judicial Reference 54
10.11 Professional Fees 54
10.12 Confidentiality 55
10.13 Assignment of Rights 55
10.14 Revival of Secured Obligations 56
10.15 Counterparts 56
10.16 No Third-Party Beneficiaries 56
10.17 Publicity 56
10.18 Overpayments 57
10.19 Electronic Signatures 57
10.20 Protective Payments 57
10.21 Set off 58
10.22 [Reserved.] 58
10.23 Additional Waivers 58
SECTION 11 GUARANTY; WAIVERS. 60
11.1 Guaranty 60
11.2 Guaranty Absolute 61
11.3 Waiver 61
SECTION 12 AGENCY 63
12.1 Appointment and Authority 63
12.2 Rights as a Lender 64
12.3 Exculpatory Provisions 64

Page

12.4 Reliance by Administrative Agent 65
12.5 Delegation of Duties 65
12.6 Resignation of Administrative Agent 66
12.7 Non-Reliance on Administrative Agent and Lenders 67
12.8 Administrative Agent May File Proofs of Claim 67
12.9 [Reserved.] 68
12.10 Erroneous Payments 68
12.11 Lender Action 70

EXHIBITS

Exhibit A	Form of Advance Request
Exhibit B	Names, Locations and Other Information
Exhibit C	Intellectual Property
Exhibit D	Financial Accounts
Exhibit E	Form of Global Note
Exhibit F	Form of Joinder Agreement
Exhibit G	Form of Compliance Certificate

SCHEDULES

Schedule 1A	Borrowers; Guarantors
Schedule 1B	Indebtedness
Schedule 1C	Investments
Schedule 1D	Liens
Schedule 2.1	Commitments
Schedule 4.1	Funding conditions
Schedule 5.5	Actions Before Governmental Authorities
Schedule 5.6	Laws
Schedule 5.8	Tax Matters
Schedule 5.9(b)	Intellectual Property Infringement
Schedule 5.9(e)	Intellectual Property Sufficiency
Schedule 5.9(f)	Intellectual Property Litigation
Schedule 5.12(a)	Capitalization
Schedule 5.12(b)	Subsidiaries
Schedule 5.13	Non-GAAP Financial Statements
Schedule 5.14(a)	Real Property
Schedule 5.19	Insurance Policies
Schedule 7.23	Post close conditions

AMENDED AND RESTATED LOAN AGREEMENT

This ~~SECOND~~ AMENDED AND RESTATED LOAN ~~AND SECURITY~~ AGREEMENT ~~is made and dated as of [January]~~[(as the same may be amended, restated, supplemented and/or otherwise modified from time to time, this "Agreement") was originally made as of August 9, 2023 (the "Closing Date"), as amended and restated on May 7~~]~~, 2024~~,~~ and is entered into by and among AMYRIS, INC., a Delaware corporation (the "Parent"), and each of the Subsidiaries of the Parent set out in Part 1 of Schedule ~~1 to this Agreement~~1A (together with the Parent, each, a "Borrower" and collectively, the "Borrowers"), the Subsidiaries of the Parent set out in Part 2 of Schedule ~~1 to this Agreement~~1A (and such other Subsidiaries of the Parent that are guarantors, each, a "Guarantor" and collectively, the "Guarantors" and, together with the Borrowers, each an "Obligor" and collectively, the "Obligors") ~~and FORIS VENTURES, LLC a Delaware limited liability company~~each lender from time to time party hereto (each, a "Lender" and collectively, the "Lenders") and Euagore, LLC, in its capacity as ~~lender (the "Lender").~~Administrative Agent (the "Administrative Agent").

~~RECITALS~~

~~A. The Lender, as the successor in interest to GACP Finance Co., LLC, extended credit to Borrower pursuant to that certain Loan and Security Agreement, dated as of June 29, 2018, as modified by that certain First Modification Agreement, effective as of June 29, 2018 and as amended pursuant to that certain Amendment No 1 to Loan Agreement, effective as of August 24, 2018, that certain Amendment No 2 to Loan Agreement, effective as of September 30, 2018, that certain Amendment No 3 to Loan Agreement, effective as of December 14, 2018 and that certain Amendment No 4 to Loan Agreement, effective as of April 4, 2019, that certain Amendment No 5 to Loan Agreement and Waiver, effective as of August 14, 2019 , and that certain Amendment No 6 to Loan Agreement, effective as of October 10, 2019 , and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time up until immediately before the Effective Date, the "Original Loan Agreement").~~

~~B. The Original Loan Agreement was amended and restated pursuant to the Amended and Restated Loan and Security Agreement dated as of October 28, 2019 among the Borrowers, the Guarantors and the Lender (the "First Amended and Restated Loan Agreement", and the Original Loan Agreement, as so amended and restated by the First Amended and Restated Loan Agreement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time up until immediately before the effectiveness of this Agreement, the "Existing Loan Agreement").~~

~~C. On June 4, 2020, Amyris entered into Amendment No. 1 to the First Amended and Restated Loan Agreement and on June 30, 2022, Amyris entered into Amendment No. 2 to the First Amended and Restated Loan Agreement.~~

~~D. On~~WHEREAS, on August 9, 2023 ~~(the "Petition Date")~~, the Parent and certain of the Parent's Subsidiaries (each, a "Debtor" and collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code and under the Brazilian Bankruptcy Law (each case of the Parent and each other Debtor, a "Case" and collectively, the "Cases") and ~~have~~ continued in the possession of their assets and the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code~~.~~;

~~E.~~WHEREAS, the Borrowers requested that the DIP Lenders provide a superpriority multiple-draw senior secured debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed $190,000,000 (the "DIP Facility"), with all of the Borrowers' obligations under the DIP Facility to be guaranteed by each Guarantor, and the DIP Lenders agreed to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein;

WHEREAS, on October 16, 2023, the DIP Facility was approved by the Bankruptcy Court pursuant to the *Final Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing, and (B) to Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Lenders, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 558] (the "Final Order"), which granted, among other things, the Administrative Agent, for itself and for the benefit of the DIP Lenders, a valid, binding, continuing, enforceable, non-avoidable, automatically and properly perfected, first priority priming senior security interest in and lien upon certain collateral (including the Collateral) to secure the Obligors' obligations under the Loan Documents;

~~In~~WHEREAS, in connection with the Cases, the Debtors and certain creditor parties entered into an Amended and Restated Plan Support Agreement on December 12, 2023, which provides for the implementation of a restructuring involving the Debtors on the terms set forth in the ~~Second~~*Third Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time so long as such amendments are in form and substance acceptable to the Required Lenders, the "~~Chapter 11~~Reorganization Plan"), which was filed with the Bankruptcy Court on ~~December 12, 2023.~~January 23, 2024;

~~F. On August 9, 2023, the Parent, Amyris Clean Beauty, Inc., and Aprinnova, LLC, in their capacity as borrowers (collectively, the "DIP Borrowers"), Euagore, LLC, in its capacity as lender (the "DIP Lender"), and Euagore, LLC, in its capacity as administrative agent (the "DIP Agent"), entered into that certain Senior Secured Super Priority Debtor in Possession Loan Agreement (as the same may from time to time be amended, modified, supplemented or restated, the "DIP Loan Agreement"), whereby the DIP Lender agreed to provide a super priority multiple-draw senior secured debtor-in-possession term loan credit facility in the aggregate principal amount of up to $190 million (the "DIP Loans"), subject to and in accordance with the terms and conditions set forth in the DIP Loan Agreement (the "DIP Facility").~~

WHEREAS, on February 7, 2024, the Bankruptcy Court entered the Confirmation Order and on May 7, 2024, the Effective Date occurred;

~~G. On October 16, 2023, the DIP Facility was approved by the Bankruptcy Court pursuant to the *Final Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing and (B) to Utilize Cash Collateral (II) Granting Adequate Protection to Prepetition Secured Lenders, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 558], which granted~~WHEREAS, pursuant to the Reorganization Plan, the Obligors, the Administrative Agent and the Lenders are amending and restating this Agreement so that, among other things, the ~~DIP Agent, for itself and the for the benefit of the DIP Lender, a valid, binding, continuing, enforceable, non-avoidable, automatically and properly perfected, first priority priming senior security interest in and lien upon the certain collateral (including the Collateral) to secure~~Exit Facility Lenders shall make available to the ~~DIP~~ Borrowers~~,~~ ~~obligations under the DIP Loan Agreement.~~additional loans in an aggregate principal amount not to exceed $160,000,000 (the "Exit Facility");

~~H. As~~WHEREAS, as of the date ~~hereof~~ immediately before the ~~Effective Date, loans with an~~Restatement Date the aggregate principal amount ~~of $[52,983,029.40] ("Original Advances~~outstanding under this Agreement was $196,948,649.74 (the "Outstanding Principal"), ~~and~~ accrued but unpaid interest of $~~[17,463,750.21]~~11,175,172.10 was outstanding ("Accrued DIP Interest") and accrued and unpaid fees and expenses were outstanding ~~under the~~ (the "DIP Expenses" and together with the Outstanding Principal and the Accrued DIP Interest, the "Pre-Exit DIP Loan Amount");

WHEREAS, pursuant to the Reorganization Plan, (A) the Obligors are assuming, pursuant to this Agreement, $30,000,000 of the Pre-Exit DIP Loan (the "DIP Loan"), (B) $20,000,000 of the Pre-Exit DIP Loan Amount is being assigned to Novotico Ventures, LLC and Novotico Ventures, LLC will exchange such $20,000,000 of the Pre-Exit DIP Loan amount for 100% of the issued and outstanding common stock of Parent, and (C) the remaining balance of the Pre-Exit DIP Loan Amount neither retains nor receives any distribution under the Reorganization Plan and is discharged under the Reorganization Plan;

WHEREAS, as of the Restatement Date, the Foris Pre-Petition Secured Debt (as defined in the Reorganization Plan) will be discharged under the Reorganization Plan;

WHEREAS Amyris Clean Beauty Latam Ltda. and Interfaces Indústria e Comercio de Cosméticos Ltda. filed for voluntary bankruptcy liquidation on February 6, 2024, with the 1st Regional Court of Business and Conflicts Related to Arbitration of the Specialized Forum of the 4th and 10th Administrative Judicial Region (RAJ) of the Court of Justice of the State of São Paulo, Brazil, under Proceeding No. 1000015-20.2024.8.26.0354 (the "Bankruptcy Proceeding") and the bankruptcy decree was approved on February 9, 2024;

WHEREAS Amyris Purificação de Performance do Brasil Ltda. (jointly with Amyris Clean Beauty Latam Ltda. and Interfaces Indústria e Comercio de Cosméticos Ltda., the "Brazilian Obligors") is listed as a Guarantor in the Existing Loan Agreement; ~~(such amount, after giving effect to payment in kind of the Accrued Interest in accordance with this Agreement, in aggregate, the "Original Loan").~~however, such company does not have and/or own any business, operations and/or assets;

WHEREAS as a result of the Bankruptcy Proceeding and applicable Brazilian Bankruptcy Law and the fact that Amyris Purificação de Performance do Brasil Ltda. does not have any business, operations and/or assets, the Brazilian Obligors are no longer able to grant any Liens that affects their respective current rights and assets, of any nature and are not Obligors;

~~I. Pursuant to the Chapter 11 Plan, the~~WHEREAS, pursuant to the Reorganization Plan, certain Debtors in addition to the Brazilian Obligors were released from their obligations as Borrowers~~,~~ ~~the~~and Guarantors and the ~~Lender are entering into this Agreement pursuant to which the Lender shall make available to the Borrowers additional loans in an aggregate principal amount not to exceed $145,000,000 (the "Exit Advances").~~Liens created by such Debtors as security for the Secured Obligations were released and discharged (the "Reorganization Releases");

~~J. The Lender and Borrowers~~WHEREAS, the Lenders, the Administrative Agent and the Obligors have agreed to (~~1~~A) certain further amendments to ~~the Existing Loan~~this Agreement, which amendments are reflected herein, and (~~2~~B) restate the terms of ~~the Existing Loan~~this Agreement for ease of reference~~.~~;

WHEREAS, the Borrowers and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit to the Borrowers under this Agreement; and

WHEREAS, in connection with the execution and delivery of this Agreement and the other Loan Documents, the Guarantors agree to guarantee the Secured Obligations, and the Obligors agree to secure all of the Secured Obligations by granting to the Administrative Agent, for the benefit of the Secured Parties, a lien and security interest in respect of, and on, substantially all of each their respective assets, on and subject to the terms and priorities set forth in the Loan Documents.~~**AGREEMENT**~~

NOW, THEREFORE, in consideration of the ~~mutual~~foregoing and the agreements, provisions and covenants ~~and undertakings~~herein contained ~~in this Agreement~~, the parties to this Agreement agree as follows:

SECTION 1 ~~**SECTION 1. AMENDMENT AND RESTATEMENT;**~~ DEFINITIONS AND RULES OF CONSTRUCTION; AMENDMENT AND RESTATEMENT

~~1.1 On the Effective Date, the Existing Loan Agreement shall be amended and restated in its entirety by this Agreement and the Existing Loan Agreement and the Original Loans are hereby reaffirmed in all respects. Except as a result of the Cases, the amendments and restatements set forth herein shall not cure any breach thereof or any default or "Event of Default" existing prior to the Effective Date. This Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence payment of all or any portion of such obligations and liabilities thereunder or impair or affect the liens and/or security interests granted, pledged or assigned by the Borrowers to the Lender in accordance with the terms of the Existing Loan Agreement and the various other Security Documents. Each Obligor hereby (i) agrees that the terms and provisions hereof shall not affect in any way any payment, performance, observance or other obligations or liabilities of such Obligor under the Existing Loan Agreement, all of which obligations and liabilities are hereby ratified, confirmed and reaffirmed in all respects (and which shall be applicable to all Secured Obligations), and (ii) to the extent such Obligor has granted Liens on any of its properties or assets pursuant to the Existing Loan Agreement or any other Loan Document to secure the payment, performance and/or observance of all or any part of the Secured Obligations or any such Loan Document, acknowledges, ratifies, confirms and reaffirms such grant of Liens, and acknowledges and agrees that all of such Liens are intended and shall be deemed and construed to secure to the fullest extent set forth therein all now existing and hereafter arising Secured Obligations, as hereafter amended, restated, amended and restated, supplemented and otherwise modified and in effect from time to time. To the extent that any provision of this Agreement conflict with the terms of the Existing Loan Agreement or any such Loan Documents, the terms of this Agreement shall control.~~

~~The terms and conditions of this Agreement and the Lender's rights and remedies under this Agreement and the other Loan Documents shall apply to all of the Secured Obligations incurred under the Existing Loan Agreement.~~

~~On and after the Effective Date, (i) all references to the Existing Loan Agreement (or to any amendment or any amendment and restatement thereof) in the other Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Loan Agreement, as amended and restated hereby, (ii) all references to any section (or subsection) of the Existing Loan Agreement in any other Loan Document (but not in this Agreement) shall be amended to become, mutatis mutandis, references to the corresponding provisions of this Agreement, and (iii) except as the context otherwise provides, on or after the Effective Date, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be references to the Existing Loan Agreement, as amended and restated hereby.~~

1.1 Definitions

~~. This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the other Loan Documents remain in full force and effect u~~Unless otherwise ~~specifically amended hereby or in any other Loan Document.~~defined herein,

~~1.2 As used~~ in this Agreement (including the ~~r~~Recitals ~~hereof~~), the following capitalized terms ~~listed in this Section 1.2 shall~~ have the ~~respective~~following meanings ~~set forth in this~~ Section 1.2:

"Account Control Agreement(s)" means any agreement entered into by and among the ~~Lender~~Administrative Agent, any ~~Borrower~~Obligor and a third party bank or other institution in which any Obligor maintains a Deposit Account or an account holding Investment Property and which grants the ~~Lender~~Administrative Agent a perfected security interest in the subject account or accounts.

"Accrued DIP Interest" has the meaning ~~given to it~~set forth in the Recitals.

"Administrative Agent" has the meaning set forth in the Preamble. ~~Advance(s)" means the Original Advances~~

"Advance" means any DIP Advance made or advanced by the DIP Lenders before the Restatement Date and any Exit Advance~~s~~ made or advanced by the Exit Lenders, under this Agreement.

"Advance Date" means the funding date of any Advance.

"Advance Request" means a request for an Advance submitted by ~~a Borrower~~the Parent to the Administrative Agent (on behalf of the Lender~~s~~), ~~in~~ substantially in the form ~~of~~set out in Exhibit A.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and under "common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"After-Acquired Intellectual Property" has the meaning set forth in Section 7.18(f).

"~~Agreement" means this Second Amended and Restated Loan and Security Agreement, as amended, supplemented, or otherwise duly modified and in effect from time to time~~Agreement" has the meaning give set forth in the Preamble.

~~-~~"Anti-Terrorism Order" means Executive Order No. 13,224 as of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49,079 (2001), as amended.

"Asset Sale" means ~~a sale, assignment, conveyance, exclusive license (as licensor), transfer or other disposition to, or any exchange of property with, any Person (other than another member of the Parent or its consolidated Subsidiaries), in one transaction or a series of transactions, of all or any part of any Parent's or a consolidated Subsidiary's businesses, assets or properties of any kind, whether real, personal, or mixed and whether tangible or intangible, whether now owned or hereafter acquired, created, leased or licensed, other than (i) dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business; (ii) dispositions of inventory sold, and Permitted Intellectual Property Licenses; (iii) dispositions of Cash or Cash Equivalents to the extent not otherwise prohibited by this Agreement; and (iv) dispositions of accounts or payment intangibles (each as defined in the UCC) resulting from the compromise or settlement thereof in the ordinary course of business for less than the full amount thereof~~any Transfer or series of related Transfers of property under clauses (ii) and (viii) of the definition of Permitted Transfers.

"Assignee" has the meaning set forth in Section 10.13.

"Available Exit Commitment" means~~,~~ at any time on and after the Restatement Date, an amount equal to the aggregate Exit ~~Loan~~ Commitments minus the aggregate initial principal amount of all Exit Advances made immediately before such time.

"Availability Period" means, with respect to the Exit Facility, the period from ~~the Effective~~and including the Restatement Date through ~~[~~the ~~Original Advance~~ Maturity Date~~]~~.

"Bankruptcy Code" shall means ~~the federal Bankruptcy Reform Act of 1978 (11 U.S.C. Sections 101 et seq.).~~

Title 11, U.S.C., as now or hereafter in effect, or any successor thereto. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Cases from time to time.

"Bankruptcy Law" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"Bankruptcy Proceeding" has the meaning set forth in the Recitals.

"Board of Directors" means with respect to (i) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (ii) a partnership, the board of directors or managing member or members, as applicable, of the general partner of the partnership, (iii) a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (iv) ~~-~~ any other Person, the board or committee of such Person serving a similar function.

"Borrowers" has the meaning ~~given to it~~set forth in the ~~p~~Preamble ~~to this Agreement~~.

"Borrower Products" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by any Obligor or which any Obligor intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by any Obligor since their respective incorporations.

"Brazilian Obligors" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday and any other day on which banking institutions in the State of ~~California~~New York are closed for business.

"Capital Stock" means: (i) in the case of a corporation, corporate stock or shares; (ii) in the case of an association or business entity other than a corporation, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

~~"Case" and~~ "Cases" has the meaning ~~given to it~~set forth in the Recitals.

"Cash" means all cash and liquid funds.

"Cash Equivalents" means, as of any date of determination, any of the following: (i) marketable securities (a) issued or directly and unconditionally guaranteed as to interest and principal by the United States Government, or (b) issued by any agency of the United States, the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one year after such date; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service; (iii) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from Standard & Poor's Corporation or at least P-1 from Moody's Investors Service; (iv) certificates of deposit or bankers' acceptances maturing within one year after such date and issued or accepted by the ~~Lender~~Administrative Agent or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (a) is at least "adequately capitalized" (as defined in the regulations of its primary federal banking regulator), and (b) has Tier 1 capital (as defined in such regulations) of not less than $100,000,000; and (v) shares of any money market mutual fund that (a) has substantially all of its assets invested continuously in the types of investments referred to in clauses (i) and (ii) above, (b) has net assets of not less than $500,000,000, and (c) has the highest rating obtainable from either Standard & Poor's Corporation or Moody's Investors Service.

~~"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), as amended from time to time.~~

"Change in Control" means, except as expressly contemplated by, and a result of the transactions set forth in, the ~~Chapter 11~~Reorganization Plan, (i) any reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of the Parent, or any sale or exchange of outstanding Capital Stock (or similar transaction or series of related transactions) of the Parent, in each case under this clause (i) in which the holders of the Parent's outstanding Capital Stock immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, directly or indirectly, retain shares representing more than 50% of the voting power of the surviving entity of such transaction or series of related transactions, in each case without regard to whether the Parent is the surviving entity, ~~or~~(ii) any sale of all or substantially all of the assets of the Group Members in one transaction or a series of related transactions, and (iii) the Parent fails to own, directly or indirectly, 100% of the Capital Stock of any of its Subsidiaries.

"~~Claims~~Closing Date" has the meaning set forth in ~~Section 10.10.~~the Preamble.

~~"Closing Date" means October 28, 2019 .~~

"Collateral" means the property described in Section 3.~~1~~3 and words of similar intent, and in any of the Security Documents, and shall include all present and after acquired assets and property, whether real, personal, tangible, intangible or mixed of the Obligors, wherever located, on which Liens are or are purported to be granted pursuant to the Security Documents to secure the payment and performance of the Secured Obligations.

"Collateral IP" means all Intellectual Property other than Excluded Intellectual Property.

"Commitment" means with respect to each Lender on any date, the commitment of such Lender on such date to make Advances, in each case in accordance with the terms of this Agreement, expressed as an amount representing the maximum principal of such Advance, or participation therein. The initial amount of such Lender's Commitment is set forth on Schedule 2.1.

"Compliance Certificate" means a compliance certificate in the form of Exhibit G.

"Confidential Information" has the meaning set forth in Section 10.12.

"Confirmation Order" means the order entered by the Bankruptcy Court confirming the Reorganization Plan pursuant to section 1129 of the Bankruptcy Code.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any Indebtedness or other obligations of another Person, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; *provided*, *however*, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; *provided, however,* that such amount shall not in any event exceed the maximum amount of the ~~o~~Secured Obligations under the guarantee or other support arrangement.

"Copyright License" means any written agreement granting (i) any right to exploit any Copyright, now owned or hereafter acquired by any Group Member or in which any Group Member now holds or hereafter acquires any interest, (ii) an immunity from suit under any Copyright, or (iii) an option to any of the foregoing.

"Copyrights" means all copyrights, whether registered or unregistered and published or unpublished, including copyrights in software, internet web sites, databases and the content thereof, held pursuant to the laws of the United States, any State thereof, or of any other country.

"Debt Transaction" means, with respect to Parent or any ~~consolidated~~ Subsidiary, any sale, issuance, placement, assumption or guaranty of funded Indebtedness (other than pursuant to this Agreement), whether or not evidenced by a promissory note or other written evidence of Indebtedness, other than Permitted Indebtedness.

"Debtor" and "Debtors" ~~has~~shall have the meaning given ~~to it~~ in the Recitals.

"Default" means any event which, with the passage of time or notice or both, would, unless cured or waived hereunder, become an Event of Default.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the UCC, and includes any checking account, savings account, or certificate of deposit.

"DIP ~~Agent" has the meaning given to it in the Recitals.~~Advance" means any Advance made by a DIP Lender under the DIP Facility before the Restatement Date.

"DIP Collateral" means the Collateral securing the DIP Obligations.

"DIP Commitment" means, as to any Lender, the obligation of such Lender, if any, to make a DIP Advance to the Borrowers before the Restatement Date in an aggregate principal amount not to exceed the amount of "DIP Commitments" set out next to its name in Schedule 2.1.

"~~DIP Borrowers~~DIP Expenses" has the meaning ~~given to it~~set forth in the Recitals.

~~"DIP Collateral" has the meaning given to it in Section 3.6.~~

"DIP Facility" has the meaning ~~given to it~~set forth in the Recitals.

"DIP ~~Loan Agreement" has the meaning given to it in the Recitals~~Lender" means each Lender that has a DIP Commitment or holds a DIP Advance.

"DIP Loan ~~Documents~~" has the meaning ~~given "Loan Documents" in the DIP Loan Agreement.~~set forth

~~"DIP Loans" has the meaning given to it in the Recitals.~~

~~"DIP Lender" has the meaning given to it~~ in the Recitals.

"DIP Obligations" ~~has~~means the ~~meaning given to it in Section 3.6.~~Secured Obligations relating to the DIP Loan and all amounts of interest, fees, expenses and other amounts due thereon.

"DIP Orders" means collectively, the Interim Order and the Final Order.

"DIP Percentages" means at any time after the Restatement Date, the percentage which the aggregate principal amount of a DIP Lender's DIP Advances then outstanding constitutes of the aggregate principal amount of the DIP Loan then outstanding.

"Disqualified Stock" means, with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event: (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise; (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of the issuer or a Subsidiary; provided, that any such conversion or exchange will be deemed an incurrence of Indebtedness or Disqualified Stock, as applicable); or (iii) is redeemable at the option of the holder thereof, in whole or in part~~, in the case of each of clauses (i), (ii) and (iii), no earlier than the 91st day after the Original Advance Maturity Date~~.

"Dollars" and "$" means the lawful currency for the time being of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"DSM" means DSM Finance B.V., a company incorporated under the laws of the Netherlands.

"DSM Collateral" means the "Pledge Collateral" as defined in the DSM Pledge Agreement as in effect at the Restatement Date, as amended, modified, supplemented, restated or waived to the extent permitted by this Agreement.

"DSM Note" means that certain Note between the Parent and DSM, ~~dated on or about the Effective Date~~in the form delivered under Section 4.1, as amended, modified, supplemented, restated or waived to the extent permitted by this Agreement.

"DSM Note Documents" means the DSM Note, the DSM Pledge Agreement and any other agreement or arrangement entered into in connection with the DSM Note or the DSM Pledge Agreement, as the same may from time to time be amended, modified, supplemented or restated.

~~-~~"DSM Pledge Agreement" means that certain Amended and Restated Pledge Agreement over certain interests held by the Parent in Amyris RealSweet, LLC, made between the Parent and DSM and originally dated December 12, 2022, in the form delivered under Section 4.1, as amended, ~~and~~modified, supplemented, restated ~~on~~ or ~~about the Effective Date~~waived to the extent permitted by this Agreement.

"Effective Date" has the meaning ~~given to it in Section 4~~set forth in the Reorganization Plan.

"Environmental Laws" means all applicable federal, state, local and foreign Laws, statutes, ordinances, codes, rules, legally binding standards and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable non-appealable judicial or administrative interpretation thereof, including any applicable legally binding judicial or administrative order, consent decree or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of human health and safety (to the extent related to exposure to Hazardous Materials), the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

"Environmental Liabilities" means, with respect to any Person, all liabilities, obligations, costs, losses, damages, fine, penalties and expenses (including all fees, disbursements and expenses of counsel, experts and consultants), incurred as a result of or related to any claim, suit, action, investigation, proceeding or demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, arising under or related to any Environmental Laws or permits, or in connection with any Release or threatened Release or presence of a Hazardous Material whether on, at, in, under, from or about or in the vicinity of any real or personal property.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Affiliate" means, with respect to each Group Member, any trade or business (whether or not incorporated) which, together with such Group Member, is treated as a single employer within the meaning of Sections 414(b) or (c) of the IRC (or, solely for purposes of Section 302 of ERISA or Sections 412 and 430 of the IRC, Section 414(m) or (o) of the IRC).

"ERISA Plan" means, at any time, an employee benefit plan, as defined in Section 3(3) of ERISA, which any Group Member maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any such Person (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be an employee benefit plan of such Person).

"Event of Default" has the meaning set forth in Section 8.

~~"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.~~

"Excluded Intellectual Property" means ~~[(a) all Intellectual Property that (i) constitutes "AMYRIS Licensed IP" as defined in the License Agreement regarding Diesel Fuel in the EU, dated as of March 21, 2016, as amended, by and among the Parent and Total Raffinage Chimie S.A., as assignee of Total Energies Nouvelles Activités USA, but solely to the extent of the field of use granted in such agreement, (ii) constitutes "AMYRIS Licensed IP" as defined in the Amended & Restated Jet Fuel License Agreement, dated as of March 21, 2016, as amended, by and among the Parent and Total Amyris BioSolutions B.V., but solely to the extent of the field of use granted in such agreement and (iii) is subject to the Farnesene Intellectual Property License, dated as of November 14, 2017, by and between DSM Nutritional Products Ltd. and Parent, but solely to the extent of the field of use granted in such license and solely for the purposes of manufacturing Vitamin E, and in each case of clauses (i) and (ii), as such agreements were in effect as of June 29, 2018, and in the case of clause (iii), as such agreement existed as of December 14, 2018; (b)~~ United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.~~]~~[1]

"Excluded Taxes" means any of the following Taxes imposed on or with respect to the Administrative Agent or any Lender or required to be withheld or deducted from a payment to the Administrative Agent or any Lender, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of the Administrative Agent or any Lender being organized under the laws of, or having its principal office or, in the case of the Administrative Agent or any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) imposed as a result of a present or former connection between the Administrative Agent or any Lender and the jurisdiction imposing such Tax (other than connections arising from the Administrative Agent or any Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or Loan Document), (ii) in the case of the Administrative Agent or any Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Administrative Agent or any Lender with respect to an applicable interest in any Advance or ~~a~~Commitment pursuant to a law in effect on the date on which (a) the Administrative Agent or any Lender acquires such interest in any Advance or ~~a~~Commitment or (b) the Administrative Agent or any Lender changes its lending office, except, in each case, to the extent that, pursuant to Section 7.10, amounts with respect to such Taxes were payable either to the Administrative Agent or any Lender's assignor immediately before the Administrative Agent or any Lender became a party hereto or to the Administrative Agent or any Lender immediately before it changed its lending office, and (iii) imposed as a result of ~~a~~ failure by the Administrative Agent or any Lender, upon prior written request therefor, to provide the Obligors with a duly executed IRS Form W-9 or appropriate IRS From W-8.

"Existing Loan Agreement" has the meaning ~~given to it in the Recitals~~set forth in Section 1.3(a).

"Exit Advances" means any Advance made by an Exit Lender pursuant to Section 2.1.

"Exit Collateral" means the Collateral securing the Exit Obligations.

[1] ~~NTD: Subject to review.~~

"Exit Commitment" means, as to any Lender, the obligation of such Lender, if any, to make an Exit Advance to the Borrowers in an aggregate principal amount not to exceed the amount of "Exit Commitments" set out next to its name in Schedule 2.1.

"Exit Facility" has the meaning ~~given to it~~set forth in the Recitals.

"Exit Lender" means each Lender that has an Exit Commitment or holds an Exit Advance.

"Exit Loan" means the aggregate Exit Advances made under this Agreement.

"Exit ~~Loan Commitment~~Obligations" means the ~~commitment of the Lender on any date to make~~Secured Obligations relating to the Exit Advances~~, in each case in accordance with the terms of this Agreement. The amount of the~~ and all amounts of interest, fees, expenses and other amounts due thereon.

"Exit Percentages" means as to any Exit Lender which holds an Exit Commitment or Exit Advance at the Restatement Date at any time, the percentage which such Exit Lender's Exit ~~Loan~~ Commitment ~~as of the Effective Date is $[145],000,000.~~then constitutes of the aggregate Exit Commitments (or, at any time after the Restatement Date, the percentage which the aggregate principal amount of such Lender's Exit Advances then outstanding constitutes of the aggregate principal amount of the Exit Advances then outstanding).

"~~Exit Loan Maturity Date~~Facility" means the DIP Facility and the Exit Facility, as appropriate and "Facilities" means ~~[~~both of them~~]~~.

"Financial Statements" means the financial statements and reports described in Sections 7.1(b) and (c).

"~~Foreign Government Scheme or Arrangement~~Final Order" has the meaning set forth in ~~Section 5.23(c)~~the Recitals.

"Foreign ~~Plan" has the meaning set forth in~~Security Documents" means the Spanish Security Documents and such other Security Documents and other documents and instruments as the Administrative Agent may require the Obligors to enter into in pursuant to Section ~~5~~7.23~~(c)~~.

"Foreign Subsidiary" means any Subsidiary other than a Subsidiary organized or formed under the laws of any state within the United States or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time; *provided*, that the definitions set forth in this Agreement and any financial calculations required by the Loan Documents shall be computed to exclude any change to lease accounting rules from those in effect pursuant to Financial Accounting Standards Board Accounting Standards Codification 840 (Leases) and other related lease accounting guidance as in effect on the ~~Effective Date~~ Closing Date.

"Global Note" means any intercompany note evidencing the payment obligations of any Subsidiary for all amounts transferred after the Closing Date by any Obligor to any Group Member, substantially in the form set out in Exhibit E.

"Governmental Approval" means any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Group Members" means the Obligors and their respective Subsidiaries from time to time and "Group Member" means any of them.

"Hazardous Material" means hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other similar substance to the extent each of the foregoing is regulated by any Environmental Law.

"Indebtedness" means indebtedness of any kind~~,~~ including, without limitation (i) all indebtedness for borrowed money or the deferred purchase price of property or services, including reimbursement and other obligations with respect to surety bonds and letters of credit, (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, (iii) all capital lease obligations, (iv) all Contingent Obligations, and (v) Disqualified Stock.

"Indemnified Person" has the meaning set forth in Section 6.3.

"Indemnified Taxes" means (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor under any Loan Document and (ii) to the extent not otherwise described in (i), Other Taxes.

~~"Insolvency Proceeding" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other similar relief.~~

"Intellectual Property" means all of each Group Member~~s~~'s (i) rights anywhere in the world in and to Copyrights; Trademarks; Patents; Licenses; trade secrets, confidential and proprietary information, including know-how, manufacturing and production processes and techniques, research and development information, databases and data, customer and supplier lists and information; inventions; mask works; domain names and social media identifiers; all other intellectual and industrial property rights of any type; and the rights to sue for past, present and future infringement, misappropriation or other violation of any of the foregoing and any harm to the goodwill associated therewith, and (ii) all tangible embodiments of the foregoing.

"Interest Payment Date" has the meaning set forth in Section 2.1(c).

"Interest Rate" means ~~a rate of~~an interest ~~equal to~~rate of 6.0 % ~~[~~(six~~]~~ per-cent~~.~~) per annum.

"Interim Order" means the following order of the Bankruptcy Court, *Interim Order (I) Authorizing the Debtors (A) To Obtain Postpetition Financing and (B) To Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Dkt. No. 54].

"Investment" means any beneficial ownership (including stock, partnership or limited liability company interests) of or in any Person, or any loan, advance or capital contribution to any Person or the acquisition of all, or substantially all, of the assets or a business line or division of another Person or the purchase of any assets of another Person for greater than the fair market value of such assets to solely the extent of the amount in excess of the fair market value.

"Involuntary Disposition" means the receipt by Parent or any ~~consolidated~~ Subsidiary of any cash insurance proceeds or condemnation awards payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of its real or personal property.

"IP Security Agreement" means each certain Intellectual Property Security Agreement entered into between an Obligor and ~~the Lender~~Administrative Agent in accordance with this Agreement.

"IRC" means the Internal Revenue Code of 1986, as amended, and any successor thereto (unless otherwise specified therein).

"IRS" means the Internal Revenue Service, or any successor thereto.

"Joinder Agreements" means for each Subsidiary that is required to be a Guarantor, a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit ~~H~~F.

~~"Lavvan" means Lavvan, Inc., a Delaware corporation~~

~~"Lavvan Lien" means the liens over certain Collateral under the Lavvan Pledge.~~

~~"Lavvan Documents" means the Lavvan Pledge, the Lavvan RCL Agreement and any other agreement or arrangement entered into in connection with the Lavvan Pledge or the Lavvan RCL Agreement.~~

~~"Lavvan Pledge" means that certain pledge agreement dated May 2, 2019, between the Parent and Lavvan.~~

~~"Lavvan RCL Agreement" means that certain Research, Collaboration and License Security Agreement between Parent and Lavvan dated as of March 18, 2019.~~

"Laws" means any federal, state, local and foreign statute, law, treaty, judicial decision, regulation, guidance, guideline, ordinance, rule, judgment, order, decree, code, injunction, permit, concession, grant, franchise, governmental (or quasi-governmental) agreement, governmental (or quasi-governmental) restriction or determination of an arbitrator, court or other Governmental Authority (whether or not having the force of law), whether now or hereafter in effect.

~~"Lender" has the meaning set forth in the preamble to this Agreement.~~

"Leland Property" means the commercial scale production facility located in Leland, North Carolina.

"Lender" has the meaning set forth in the Preamble.

"Liabilities" has the meaning set forth in Section 6.3.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest; *provided*, that for the avoidance of doubt, licenses, strain escrows and similar provisions in collaboration agreements, research and development agreements that do not create or purport to create a security interest, encumbrance, levy, lien or charge of any kind shall not be deemed to be Liens for purposes of this Agreement.

"Litigation" has the meaning set forth in Section 5.5.

"Loan" means the aggregate of the ~~Original~~DIP Loan and the Exit Loan.

"Loan Documents" means this Agreement, each Global Note, the Notes (if any), the Account Control Agreements, the Joinder Agreements, ~~the IP Security~~all UCC financing ~~Agre~~statements, each Security Document~~, each Mortgage, all UCC financing statements,~~ and any other documents executed or delivered in connection with the Secured Obligations or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

"Majority DIP Lenders" means, at any time, DIP Lenders who hold more than 50% of the principal sum of all the DIP Loan then outstanding.

"Majority Exit Lenders" means, at any time, Exit Lenders who hold more than 50% of the principal sum of all Exit Advances then outstanding.

"Material Adverse Effect" means a material adverse effect upon: (i) the business, operations, properties, assets, or condition (financial or otherwise) of any of the Obligors; or (ii) the ability of any of the Obligors to perform the Secured Obligations in accordance with the terms of the Loan Documents, or the ability of the Administrative Agent or any Lender to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or the ~~Lender~~Administrative Agent's Liens on the Collateral or the priority of such Liens.

"Maturity Date" means the date falling five years from the Restatement Date.

"Maximum Rate" has the meaning set forth in Section 2.2.

"Mortgage" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the ~~Lender~~Administrative Agent, for the benefit of the Secured Parties, on Real Estate of an Obligor, including any amendment, restatement, modification or supplement thereto.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, and to which any Group Member or any ERISA Affiliate is making, is obligated to make, has made or been obligated to make, contributions on behalf of participants who are or were employed by any of them.

"Net Cash Proceeds" means the aggregate proceeds paid in Cash or Cash Equivalents received by Parent or any of its ~~consolidated~~ Subsidiaries in connection with any Asset Sale ~~or Debt Transaction~~, net of (i) direct costs incurred in connection therewith (including legal, accounting and investment banking fees and expenses, sales commissions and underwriting discounts), (ii) estimated or other taxes paid or payable (including sales, use or other transactional taxes and any net marginal increase in income taxes) as a result

thereof, (iii) the amount to retire any Indebtedness secured by a Permitted Lien on the related property, and (iv) amounts which are required to be placed in escrow unless and until such amounts are released to the Parent or one or more of its ~~consolidated~~ Subsidiaries. For purposes hereof, "Net Cash Proceeds" includes any Cash or Cash Equivalents received upon the disposition of any non-cash consideration received by Parent or any of its ~~consolidated~~ Subsidiaries in any Asset Sale ~~or Debt Transaction~~.

"Note" means each note ~~issued~~ which may be issued hereunder in accordance with Section 2.~~7~~6.

"Obligor" has the meaning given to it in the ~~p~~Preamble ~~to this Agreement~~.

"OFAC" has the meaning set forth in Section 5.20(a).

~~"Original Advances" has the meaning given to it in the Recitals.~~

~~"Original Advance Maturity Date" means [_____].~~

~~"Original Loan" has the meaning given to it in the Recitals.~~

~~"Original Loan Agreement" has the meaning given to it in the Recitals.~~

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document.

"Parent" has the meaning set forth in the ~~p~~Preamble ~~to this Agreement~~.

"Patent License" means any written agreement in which any Group Member now holds or hereafter acquires any interest that (i) grants any right with respect to any invention or any Patent, (ii) agrees to refrain from asserting or grants immunity from suit under any Patent or invention, or (iii) grants an option to any of the foregoing.

"Patents" means all letters patent, or rights corresponding thereto, in the United States or in any other country, all applications (including provisional, continuation (in-whole or in-part), and divisional applications) for the foregoing and any other pre-grant variations thereof, and all reissues, reexaminations, ~~reviews,~~ renewals, reviews, extensions and other post-grant variations thereof in the United States or any other country.

"Permitted Indebtedness" means (i) Indebtedness of the Obligors in favor of the ~~Lender arising~~Secured Parties under the Loan Documents; (ii) Indebtedness existing on~~, or committed for but not yet outstanding as of the Effective~~ the Closing Date which is disclosed in Schedule ~~1A~~ 1B; (iii) Indebtedness of up to $~~[____]~~1,000,000 (or its equivalent in other currencies) outstanding at any time secured by a Lien described in clause (vii) of the defined term "Permitted Liens,"; provided such Indebtedness does not exceed the cost of the Equipment and related expenses financed with such Indebtedness; (iv) Indebtedness to trade creditors incurred in the ordinary course of business due within 90 days; (v) Indebtedness that also constitutes a Permitted Investment; (vi) ~~[reserved]~~Indebtedness incurred under credit cards in an aggregate amount not exceeding $250,000 (or its equivalent in other currencies) at any time outstanding provided such amounts are paid in full each month; (vii) [reserved]; (viii) [reserved]; (ix) [reserved]; (x) [reserved]; (xi) Contingent Obligations that are guarantees of Indebtedness described in clauses (i) through (x) or other obligations of others that do not otherwise constitute Indebtedness; ~~and~~ (xii) extensions, refinancings and renewals of (A) the DSM Note, with the prior written consent of the ~~Lender, or (B) extensions, refinancings~~

~~and renewals of~~Required Lenders, and (B) any items of Permitted Indebtedness under clauses (ii) or (iii) above (other than the DSM Note)~~,~~; *provided*, that the principal amount thereof is not increased or the terms modified to impose materially more burdensome terms upon any Group Member.

"Permitted Intellectual Property Licenses" means (i) licenses of Intellectual Property rights granted by any Group Member that are in existence at the ~~Effective~~Restatement Date and described in ~~Schedule [~~Exhibit C~~———]~~, and (ii) non-perpetual licenses of Intellectual Property rights granted by any Group Member in the ordinary course of business on arm's length terms consisting of the licensing of technology, the development of technology or the providing of technical support which may include licenses with unlimited renewal options solely to the extent such options require mutual consent for renewal or are subject to financial or other conditions as to the ability of licensee to perform under the license; in each case provided such license (A) was not entered into during ~~the~~ continuance of an Event of Default, and (B) has had the prior approval of the Board of Directors of the Parent.

"Permitted Investment" means: (i) Investments existing on the ~~Effective~~Restatement Date which are disclosed in Schedule ~~1B~~1C; (ii) (a) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof, (b) commercial paper maturing no more than one year from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than one year from the date of investment therein, and (d) money market accounts; (iii) [reserved]; (iv) Investments ~~(other than between Group Members)~~ accepted in connection with Permitted Transfers (other than between Group Members); (v) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of the Group Members' business; (vi) Investments (other than between Group Members) consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers in the ordinary course of business and consistent with past practice; (vii) [reserved]; (viii) [reserved]; (ix) Investments by Obligors in Obligors which are Domestic Subsidiaries; ~~[~~(x) Investments by Parent or any Obligor which is a Domestic Subsidiary in any Foreign Subsidiar~~ies~~y which (A) is not an Obligor, in ~~an aggregate amount which, when aggregated with Permitted Transfers under clause (vi)(A) of that definition, do not exceed $[~~such amounts as may be agreed in writing by the Administrative Agent from time to time~~———] (or its equivalent in other currencies) in any fiscal year of Parent~~, and (B) is an Obligor, in an aggregate amount which, when aggregated with Permitted Transfers under clause (vi)(B) of that definition, ~~do not exceed $[~~in such amounts as may be agreed in writing by the Administrative Agent from time to time and which in each case is evidenced by a Global Note or Pledged Equity (as applicable)~~———] (or its equivalent in other currencies) in any fiscal year of Parent]~~[2]; (xi) [reserved]; (xii) [reserved]; (xiii) Permitted Intellectual Property Licenses; and (xiv) additional Investments that do not exceed $250,000 (or its equivalent in other currencies) in the aggregate at any time outstanding.

"Permitted Liens" means any and all of the following: (i) Liens in favor of the ~~Lender~~Administrative Agent; (ii) Liens existing or pending on the ~~Effective~~Restatement Date which are disclosed in Schedule ~~1C~~[3]1D; (iii) Liens for taxes, fees, assessments or other governmental charges or levies assessed against any Group Member, either not delinquent or being contested in good faith by appropriate proceedings; *provided*, that such Group Member maintains adequate reserves therefor in accordance with GAAP; (iv) Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of business; *provided*, that the payment thereof is not yet required; (v) Liens arising from judgments, decrees or

~~[2] NTD: subject to confirmation of obligor structure.~~
~~[3] NTD: schedule to include DSM, Lavvan and DIP liens.~~

attachments in circumstances which do not constitute an Event of Default ~~hereunder~~; (vi) the following deposits, to the extent made in the ordinary course of business: deposits under workers' compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens arising under ERISA or environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds; (vii) Liens on Equipment or software or other intellectual property constituting purchase money Liens and Liens in connection with capital leases, in each case securing Indebtedness permitted in clause (iii) of the definition of "Permitted Indebtedness"; (viii) [reserved]; (ix) leasehold interests in leases or subleases and licenses granted in the ordinary course of a Group Member's business and not interfering in any material respect with the business of the licensor; (x) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due; (xi) [reserved]; (xii) statutory and common law rights of set-off and other similar rights as to deposits of cash and securities in favor of banks, other depository institutions and brokerage firms; (xiii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property; (xiv) ~~Liens on Cash or Cash equivalents securing obligations permitted under clause (iv) and (vii) of the definition of Permitted Indebtedness~~[reserved]; (xv) [reserved]; (xvi) [reserved]; (xvii) [reserved]; (xviii) [reserved]; ~~and (xviii~~(xix) Liens incurred in connection with the extension, renewal or refinancing of ~~the~~Permitted Indebtedness secured by Liens of the type described in clause~~s~~ ~~(i) through (x~~vii) above; *provided*, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereo~~n~~f) does not increase.

"Permitted Transfers" means ~~(~~i) dispositions of inventory sold, and Permitted Intellectual Property Licenses, in each case, in the ordinary course of business~~,~~; (ii) ~~[reserved],~~licenses, strain escrows and similar arrangements for the use of Intellectual Property in the ordinary course of business in connection with collaboration agreements, research and development agreements and joint venture agreements and on arms' length terms provided that (1) each such license, strain escrow or similar arrangements must have the prior approval of the Board of Directors of the Parent, and (2) any Collateral IP subject to any such license, strain escrow or similar arrangement must at all times, be subject to the Lien of the Administrative Agent (on behalf of the Secured Parties); (iii) dispositions of worn-out, obsolete or surplus property at fair market value in the ordinary course of business; (iv) dispositions of accounts or payment intangibles (each as defined in the UCC) resulting from the compromise or settlement thereof in the ordinary course of business for less than the full amount thereof; ~~[~~(v) Transfers by any Obligor to any Obligor which is a Domestic Subsidiary~~,~~; (vi) Transfers from Parent or any Obligor which is a Domestic Subsidiary to any Foreign Subsidiary which (A) is not an Obligor, in an ~~aggregate~~ amount ~~which, when aggregated with Permitted Investments under clause (xi)(A) of that definition, do not exceed $~~[agreed in writing by the Administrative Agent from time to time~~] (or its equivalent in other currencies) in any fiscal year of Parent~~, and (B) is an Obligor, in an ~~aggregate~~ amount ~~which, when aggregate with Permitted Investments under clause (xi)(B) of that definition, do not exceed $~~[agreed in writing by the Administrative Agent from time to time and which in each case is evidenced by a Global Note or Pledged Equity, as applicable; (vii) [reserved~~] (or its equivalent in other currencies) in any fiscal year of Parent, (vii) Transfers between Subsidiaries which are not Obligors;~~][4]~~;~~ and (viii) so long as no Default or Event of Default has occurred and is continuing, other Transfers of assets which have a fair market value of not more than $250,000 (or its equivalent in other currencies) in the aggregate in any fiscal year of Parent.

[4] ~~NTD: subject to review depending on obligor structure.~~

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

~~"Petition Date" has the meaning given to it in the Recitals~~

"Plan" means, at any time, an employee benefit plan, as defined in Section 3(3) of ERISA, which any Obligor or any of its Subsidiaries maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any such Person (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be an employee benefit plan of such Person).

"Pledged Equity" has the meaning ~~given to it~~set forth in the Security Agreement.

"Pre-Exit DIP Loan Amount" has the meaning given to that term in the Recitals.

"Projections" means the ~~financial projections, estimates and information of a general economic nature prepared by or on behalf of the Parent or any of its representatives,~~ Parent's forecasted consolidated (a) balance sheets; (b) profit and loss statements (which shall report revenue, gross margin, EBITDA and net income); (c) cash flow statements; and (d) capitalization statements, together with appropriate supporting details and a statement of underlying assumptions.

"Qualified Plan" means a Plan which is intended to be tax-qualified under Section 401(a) of the IRC.

"Real Estate" means ~~all of the~~any real property owned, leased, subleased or used by any Person.

"Real Estate Deliverables" means in respect of any Real Estate mortgaged and pledged to secure the Secured Obligations (including the Leland ~~Facility~~Property): (i) a Mortgage in form and substance reasonably satisfactory to the ~~Lender~~Administrative Agent, (ii) evidence that a counterpart of such Mortgage has been recorded in the place necessary, in the ~~Lender~~Administrative Agent's reasonable judgment, to create a valid and enforceable Lien in favor of the ~~Lender~~Administrative Agent for the benefit of itself and the Secured Parties, subject to Permitted Liens; (iii) a mortgagee's title policy; (iv) a survey prepared and certified to the ~~Lender~~Administrative Agent by a surveyor reasonably acceptable to the ~~Lender~~Administrative Agent; (v) an opinion of counsel in the state in which such Real Estate is located in form and substance and from counsel reasonably satisfactory to the ~~Lender~~Administrative Agent; (vi) if any such parcel of Real Estate is determined by the ~~Lender~~Administrative Agent to be in a flood zone, a flood notification form signed by the Obligors and evidence that flood insurance is in place for the building and contents, all in form and substance satisfactory to the ~~Lender~~Administrative Agent; and (vii) such other information, documentation, and certifications with respect to the Real Estate as may be reasonably required by the ~~Lender~~Administrative Agent; *provided* that the ~~Lender~~Administrative Agent may waive any of the foregoing (i) through (vii) in its sole discretion.

"Release" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material into or through the environment.

"Reorganization Plan" has the meaning set forth in the Recitals.

"Reorganization Releases" has the meaning set forth in the Recitals.

"Representatives" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, brokers, trustees, administrators, managers, advisors and representatives, including accountants, auditors, and legal counsel of such Person and of such Person's Affiliates.

"Required Lenders" means, at any time, Lenders holding in the aggregate at least 50.1% of the sum of the aggregate outstanding Advances and, if the Commitments have not been terminated, aggregate Commitments, of all Lenders.

"Restatement Date" has the meaning set forth in Section 4.1.

"Restructuring Transactions" has the meaning set forth in the Reorganization Plan.

"Sanctioned Person" means any individual, entity or other Person that (~~a~~i) is listed on any applicable sanctions-related list of designated or restricted persons, including without limitation Persons identified on OFAC's Specially Designated Nationals and Blocked Persons List and Persons who are blocked pursuant to Section 1 of the Anti-Terrorism Order; (~~b~~ii) is located, organized or resident in a country or territory which itself is subject to comprehensive economic and trade sanctions (currently, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine and the so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine) (each, a "Sanctioned Region"); (~~c~~iii) is, or is a representative, instrumentality or part of, the government of any Sanctioned Region or of Venezuela; or (~~d~~iv) is owned or controlled by, or acting or purporting to act, directly or indirectly, for, on behalf of or for the benefit of any Person described in clauses (~~a~~i) ~~(c~~ through (iv).

"SEC" means the United States Securities and Exchange Commission.

"Secured Obligations" means all of the Obligors' obligations and liabilities under ~~this Agreement and any~~the Loan Documents, whether the same are secured or unsecured, including the unpaid principal of and interest on (including interest accruing after the maturity of the Advances, and~~d~~y interest, fees, costs, expenses and indemnities accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor, whether or not a claim for post-filing or post-petition interest, fees, costs, expenses or indemnities is allowed or allowable in such proceeding) the Advances and all other obligations and liabilities of any Obligor to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all reasonable fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by any Obligor pursuant hereto) or otherwise and including all indemnity claims of the Administrative Agent and the Lenders pursuant to Section 6.3 and any obligation to pay any amount whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (whether or not accruing after the filing of any case under the Bankruptcy Code and whether or not a claim for post-filing or post-petition interest, fees and charges is allowed or allowable in any such proceeding).

"Secured Parties" means collectively, the Lenders, the Administrative Agent, any other holder from time to time of any of the Secured Obligations and, in each case, their respective successors and permitted assigns.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Security Agreement" means that certain Security Agreement dated on or about the ~~Effective~~Closing Date made between the ~~Lender and certain of~~Administrative Agent and the Obligors party thereto.

"Security Documents" means ~~each~~the collective reference to the DIP Orders, the Security Agreement, the Account Control Agreements, each IP Security Agreement, all Mortgages and all other deeds of trust, security agreements, pledge agreements, assignments, control agreements, financing statements and other documents as shall from time to time secure or relate to the Secured Obligations or any other obligation arising under any Loan Document or any part thereof, in each case, executed by any Obligor or any Subsidiary.

~~"S&P" means Standard & Poor's Rating Services and any successor entity thereof.~~Self Bankruptcy-Proceeding" has the meaning set forth in the Recitals.

"Spanish Civil Code" means the Spanish Civil Code published by virtue of the Royal Decree of 24 July 1889 (*Real decreto de 24 de julio de 1889 por el que se publica el Código Civil*), as amended from time to time.

"Spanish Civil Procedural Law" means Law 1/2000 of 7 January (*Ley de Enjuiciamiento Civil*), as amended from time to time.

"Spanish Commercial Code" means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885 (*Real decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*), as amended from time to time.

"Spanish Companies Law" means the Royal Legislative Decree 1/2010, of 2 July, whereby the companies act is approved (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*), as amended from time to time.

"Spanish Insolvency Law" means the Royal Legislative Decree 1/2020, of 5 May, approving the Consolidated Text of the Spanish Insolvency Law (*Real Decreto-Legislativo 1/2020, de 5 de mayo, por el que se aprueba el Texto Refundido de la Ley Concursal*), as amended from time to time and, in particular but not limited to, pursuant to the Spanish Law 16/2022, of 5 September, amending the consolidated text of the Spanish Insolvency Law (*Ley 16/2022, de 5 de septiembre, de reforma del texto refundido de la Ley Concursal*).

"Spanish Security Documents" means the Spanish law documents entered into as security for this Agreement, including the Spanish Pledge Agreement and the irrevocable power of attorney granted in connection with the Spanish Pledge Agreement.

"Spanish Pledge Agreement" means the Spanish law pledge over inventory entered into between the Obligors and the Administrative Agent.

"Spanish Public Document" means a Spanish law notarial deed (*documento público*), being either an *escritura pública* or a *póliza* or *intervenido por notario español*.

"Subsidiary" means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which any Group Member owns or controls 50.1% or more of the outstanding voting securities, including each entity listed on Schedule ~~1 hereto.~~5.12(b). Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrowers.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Total DIP Commitments" means, at any time, the aggregate DIP Commitments at such time, as they may be reduced from time to time in accordance with this Agreement. At the Restatement Date, the amount of the Total DIP Commitments is zero.

"Total Exit Commitments" means, at any time, the aggregate Exit Commitments at such time, as they may be reduced from time to time in accordance with this Agreement. At the Restatement Date, the amount of the Total Exit Commitments is $160,000,000.

"Trademark License" means any written agreement (i) granting any right to use any Trademark, now owned or hereafter acquired by any Group Member or in which any Group Member now holds or hereafter acquires any interest, (ii) agreeing to refrain from asserting or granting immunity under any Trademark, (iii) to coexist, or (iv) granting an option to any of the foregoing.

"Trademarks" means all trademarks, service marks, domain names, trade names, business names, corporate names, trade dress, logos, designs, slogans, or other indicia of source or origin, whether registered, common law or otherwise, and any applications, recordings, renewals and other post-grant variations of any of the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, together, in each case, with the goodwill associated therewith or symbolized thereby.

"Transfer" ~~is defined~~has the meaning set forth in Section 7.8.

"UCC" means the Uniform Commercial Code, as the same is, from time to time, be enacted and in effect in the State of ~~California~~New York; *provided*, that, to the extent that the UCC is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the UCC~~-~~, the definition of such term contained in Article or Division 9 shall govern; *provided further*, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, ~~the Lender~~Administrative Agent's ~~L~~lien on any Collateral is governed by the Uniform Commercial Code as the same is~~,~~ in effect from time to time~~, in effect~~ in a jurisdiction other than the State of ~~California, then~~New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect~~, from time to time,~~ in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relat~~ed~~ing to such provisions.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended, and the rules and regulations promulgated thereunder from time to time in effect.

1.2 Interpretation

. Unless otherwise specified~~,~~ in this Agreement (a) all references in this Agreement or any Annex or Schedule hereto to ~~a~~the "Preamble", a "Recital", a "clause", "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the Preamble to this Agreement or the corresponding Recital, clause, Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement~~.~~, ~~Unless otherwise specifically provided herein,~~(b) any accounting term used in ~~this Agreement or the other~~the Loan Documents shall have the meaning customarily given such term in accordance with GAAP, ~~and~~(c) all financial computations hereunder shall be computed in accordance with GAAP, consistently applied~~.~~, ~~Unless otherwise defined~~

~~herein or in the other Loan Documents,~~(d) terms that are used ~~herein or~~ in the ~~other~~ Loan Documents and defined in the UCC shall have the meanings given to them in the UCC, and (e) reference to a time of day is to the prevailing Pacific time. Notwithstanding anything to the contrary contained in this Agreement, each action permitted to be taken or not taken and each determination permitted or required to be made or not made, in each case by the Administrative Agent under this Agreement shall be so taken or not taken (or made or not made) by the Administrative Agent acting in its sole discretion (except where required upon direction of the Required Lenders who shall act in their sole discretion).

1.3 ~~**SECTION 2.**~~Amendment and Restatement ~~**THE LOAN**~~

~~2.1 [Reserved].~~

~~2.2 Loan.~~

.

(a) On the Restatement Date, this Agreement in the form immediately preceding the Restatement Date (the "Existing Loan Agreement") shall be amended and restated in its entirety by this Agreement. Except as set forth in the Final Order, this Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the Existing Loan Agreement or evidence payment of all or any portion of such obligations and liabilities thereunder (other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan) or impair or affect the Liens and/or security interests granted, pledged or assigned by the Obligors to the Administrative Agent (on behalf of the Secured Parties) in accordance with the terms of the Existing Loan Agreement and the other Loan Documents. The terms and conditions of this Agreement and the rights and remedies of the Administrative Agent and the other Secured Parties under the Loan Documents shall apply to all the Secured Obligations.

(b) Except as expressly modified under this Agreement, each Obligor hereby (i) agrees that the terms and provisions hereof shall not affect in any way any payment, performance, observance or other obligations or liabilities of such Obligor under the Existing Loan Agreement and each other Loan Document to which it is party on or before the Restatement Date, all of which obligations and liabilities (other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan) are hereby ratified, confirmed and reaffirmed in all respects (and which shall be applicable to all Secured Obligations), (ii) to the extent that Liens have been granted pursuant to the terms of the DIP Orders or otherwise in connection with the Cases, or such Obligor has granted Liens on any of its properties or assets pursuant to the Existing Loan Agreement or any other Loan Document, in each case to secure the payment, performance and/or observance of all or any part of the Secured Obligations or any such Loan Document, such Obligor acknowledges, ratifies, confirms and reaffirms such grant of Liens, and acknowledges and agrees that all of such Liens are intended and shall be deemed and construed to secure to the fullest extent set forth therein all now existing and hereafter arising Secured Obligations, as hereafter amended, restated, amended and restated, supplemented and otherwise modified and in effect from time to time, and (iii) notwithstanding the Bankruptcy Proceeding and the Reorganization Releases, confirms, ratifies and reaffirms (A) all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which it is a party (after giving effect hereto), and (B) that each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects. To the extent that any provision of this Agreement conflict with the terms of the Existing Loan Agreement or any such Loan Documents, the terms of this Agreement shall control.

(c) The terms and conditions of this Agreement and the rights and remedies of the Administrative Agent and the Lenders under this Agreement and the other Loan Documents shall apply to all of the Secured Obligations.

(d) ~~(a) Original Advances. As of~~On and after the Restatement Date, (i) all references to the Existing Loan Agreement (or to any amendment or any amendment and restatement thereof) in the other Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Loan Agreement, as amended and restated hereby, (ii) all references to any section (or subsection) of the Existing Loan Agreement in any other Loan Document (but not in this Agreement) shall be amended to become, mutatis mutandis, references to the corresponding provisions of this Agreement, and (iii) except as the context otherwise provides, on or after the Effective Date, ~~there are~~all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be references to the Existing Loan Agreement, as amended and restated hereby.

(e) This amended and restated Agreement is limited as written and is not a consent to any other amendment, restatement or waiver, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the other Loan Documents remain in full force and effect unless otherwise specifically amended hereby or in any other Loan Document.

SECTION 2 THE ADVANCES

2.1 Advances

.

Advances. As of the Restatement Date (i) the DIP Loan is outstanding under this Agreement and the Borrowers owe~~s to Lender Original Advances in a principal amount of [Fifty Two Million, Nine Hundred Eighty Three Thousand Twenty Nine Dollars Forty cents] ($[52,983,029.40]). Portions of the Original Advances prepaid or repaid may not be reborrowed.~~the DIP Loan to the DIP Lenders, and (ii) other than any discharge of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan, the DIP ~~The Original~~ Loan and ~~the Original~~all DIP Advances are hereby reaffirmed in all respects and remain outstanding and are due and payable in accordance with this Agreement.

(a) ~~(b) Exit Advances~~ As of the Restatement Date, the DIP Commitment is cancelled in full and no further DIP Advances are available for borrowing. Subject to the terms and conditions of this Agreement, ~~and in addition to the Original Loan, the Lender~~each Exit Lender severally and not jointly agrees to make ~~a~~Exit Advances to the Borrowers ~~up to an aggregate~~in an amount not ~~in~~to exce~~ss~~ed such Exit Lender's pro rata share of the aggregate Exit ~~Loan~~ Commitments ~~(~~on each~~, a "Exit~~applicable Advance~~"), each~~ Date, in a minimum amount of $~~2~~10,000,000 ~~and integral multiple of $500,000~~ or, if less, the amount of the Available Exit Commitments. Any Exit Advance shall become effective and shall be an Exit Advance as of the applicable Advance Date. Any part of ~~the~~any Available Exit Commitment which is not borrowed on or before the end of the Availability Period ~~will~~shall be immediately cancelled in full and shall not be available to be borrowed. The aggregate amount of all Exit Advances must not exceed the aggregate Exit ~~Loan~~ Commitments ~~and no~~and, subject to the terms and conditions of this Agreement, on any Advance Date the Borrowers may incur an Exit Advance ~~may~~in an aggregate principal amount not to exceed the then Available Exit Commitment. ~~Exit Advances~~Any amount borrowed under this Agreement and subsequently repaid or prepaid may not be reborrowed. The Exit ~~Loan~~ Commitments shall automatically and permanently be reduced by the amount of each Exit Advance.

Advance Request. ~~Any~~ Each Exit Advance shall ~~become effective and shall be an Exit Advance as of the applicable Advance Date; provided that each of the conditions set forth in Sections 4.1 and 4.2 shall be satisfied.~~be made upon written notice to the Administrative Agent set forth in

(b) ~~(c) Advance Request. To obtain any Exit Advance, the Borrowers shall complete, sign and deliver~~ an Advance Request ~~to the Lender, specifying the date on which the Borrowers propose that the applicable~~

~~Exit Advance shall be effective, which shall be a date~~which must be received by the Administrative Agent not less than ~~5~~five Business Days ~~after~~before the ~~date on which such Advance Request is delivered to the Lender.~~proposed date of ~~The Lender shall fund~~ such Exit Advance. ~~in the manner requested by~~ ~~s~~Such Advance Request ~~provided that each of the conditions precedent to such Exit Advance is satisfied or waived as of~~shall specify the applicable Advance Date, ~~for such Exit Advance.~~which shall be a Business Day. Each borrowing by a Borrower from the Exit Lenders shall be made pro rata according to the respective Exit Percentages of the Exit Lenders.

(c) ~~(d) Interest.~~Interest. ~~With effect from the Effective~~ On the Restatement Date ~~(i),~~ Accrued DIP Interest and DIP Expenses shall (i) be added to the outstanding principal amount of the ~~Original~~DIP Loan~~,~~ ~~shall~~as of the date immediately preceding the Restatement Date, (ii) be capitalized, ~~shall~~and (iii) be deemed~~,~~ thereafter for all purposes, to be principal ~~and shall thereafter bear interest thereon, and (ii) all Advances (including Original Advances)~~, such that as of the Restatement Date and following any treatment of the Pre-Exit DIP Loan Amount in accordance with the Reorganization Plan, the DIP Loan is $30,000,000.00. With effect from the Restatement Date, the unpaid principal balance of the DIP Loan will bear interest at the Interest Rate~~.~~ ~~The~~and the unpaid principal balance of each Exit Advance shall bear interest thereon from the applicable Advance Date at the Interest Rate, each based on a year consisting of 360 days, with interest computed daily based on the actual number of days elapsed. The Borrowers will pay interest ~~in kind on~~on the DIP Loan and each Exit Advance on the first Business Day of each calendar month (each, an "Interest Payment Date"), beginning with the calendar month first starting after the Restatement Date (in relation to the DIP Loan) and the Advance Date for that Exit Advance (in relation to each Exit Advance). Interest ~~when due~~ shall be capitalized ("Capitalized Interest") on the Interest Payment Date on which it was due; *provided* that, notwithstanding the foregoing or anything else to the contrary in this Agreement, all ~~Capitalized~~accrued and unpaid ~~I~~interest not otherwise ~~paid to the Lender under this Agreement~~capitalized shall be due and ~~paid~~payable in cash to the applicable Lenders on the ~~Exit Advance~~ Maturity Date. ~~(in relation to Capitalized Interest on Exit Advances) and on the Original Advance Maturity Date (in relation to Capitalized Interest on Original Advances).~~ Capitalized Interest shall be added to principal amounts of the DIP Loan and to each Exit Advance automatically on each Interest Payment Date, shall be deemed, for all purposes, to be principal and shall thereafter bear interest thereon. Interest at the Interest Rate shall begin to accrue on the Capitalized Interest beginning on and including the date on which such Capitalized Interest is capitalized (and added to the principal amount of the DIP Loan and of each Exit Advance, as appropriate) and at all times thereafter as provided in this Section 2.2 until the principal amount of the DIP Loan and each Exit Advance ~~which includes such Capitalized Interest~~ has been paid in full in cash. In computing interest, the date of the making of any Exit Advance shall be included and the date of payment shall be excluded. A certificate as to the amount of Capitalized Interest delivered to the Borrowers by the ~~Lender~~Administrative Agent shall be conclusive absent manifest error.

~~(e)~~ Payment~~.~~ ~~All Original Advances~~of Loan. To the extent not previously paid, all then outstanding amounts of (i) the DIP Loan and all accrued but unpaid and uncapitalized interest on the principal amount to be paid and all fees and expenses payable hereunder shall be due and payable on the ~~Original Advance~~ Maturity Date~~.~~, ~~A~~and (ii) all Exit Advances ~~outstanding~~ and all accrued but unpaid and uncapitalized interest on the principal amount to be paid and all fees and expenses payable hereunder shall be due and payable on the ~~Exit Advance~~ Maturity Date.

(d)

(e) Invoices. For the avoidance of doubt, the Borrowers and the Administrative Agent confirm, acknowledge, and agree that no invoice shall be sent in connection with collection of the payments set forth in this Section 2.1 and receipt of an invoice in connection therewith shall not be a condition of such payments becoming due and payable hereunder.

2.2 ~~2.3~~ Maximum Interest

. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto ~~-~~(the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal amount of the DIP Loan or Exit Advances or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or any Lender exceeds the Maximum Rate, the Administrative Agent or such Lender may, to the extent permitted by applicable law, (a) ~~-~~ characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) ~~-~~ exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Secured Obligations~~.~~ hereunder.

2.3 ~~2.4~~ Default Interest

. Upon the occurrence and during the continuation of an Event of Default, ~~hereunder,~~the DIP Loan and all outstanding Exit Advances~~,~~ including principal and Capitalized Interest ~~thereon,~~ shall bear interest at a rate per annum equal to the Interest Rate plus 2.0% per annum. If any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest~~, compounded~~ at the rate set ~~forth~~out in this Section 2.~~4~~3.

2.4 ~~2.5~~ Payments

. Each payment (including each prepayment) by a Borrower on account of principal of and accrued interest on (a) the DIP Loan shall be made *pro rata* according to the respective outstanding principal amounts of the DIP Loans then held by the DIP Lenders, and (b) the Exit Loan shall be made *pro rata* according to the respective outstanding principal amounts of the Exit Loans then held by the Exit Lenders. Except with respect to the capitalization of Capitalized Interest in accordance with Section 2.2, all payments (including prepayments) to be made by an Obligor under any Loan Document shall be made to the ~~Lender~~Administrative Agent by wire transfer in immediately available funds in Dollars, without setoff, counterclaim, or deduction, before 12:00 p.m. on the date when due. Payments of principal and/or interest received after 12:00 p.m. are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid. If at any time insufficient funds are received by and available to the ~~Lender~~Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, and (ii) second, toward payment of principal then due hereunder.

2.5 ~~2.6~~ Prepayment

.

(a) ~~(a)~~ Optional Prepayment. At ~~its~~the option of a Borrower upon at least five Business Days prior written notice to the ~~Lender, the~~Administrative Agent, such Borrower~~s~~ may prepay all, but not less than all, of the entire principal balance of the Loan in accordance with this Section 2.~~6~~5, together with all accrued and unpaid interest thereon.

(b) ~~(b)~~ Mandatory Prepayments.

(i) ~~(i)~~ Asset Sales. The Borrowers shall prepay the ~~Advances~~Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder no later than the fifth Business Day following receipt of Net Cash Proceeds by or on behalf of the Parent or any of its Subsidiaries in respect of any Asset Sale~~.~~, in an amount equal to 100% of the Net Cash Proceeds received from such Asset Sale.

(ii) ~~(ii)~~ Involuntary Dispositions. The Borrowers shall prepay the ~~Advances~~Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder no later than the fifth Business Day following receipt of Net Cash Proceeds by or on behalf of the Parent or any of its Subsidiaries in respect of any Involuntary Disposition, in an amount equal to 100% of the Net Cash Proceeds received from ~~any~~such Involuntary Disposition.

(iii) ~~(iii)~~ Debt Transactions. The Borrowers shall prepay the ~~Advances~~Loans, together with accrued and unpaid interest on the principal amount thereof and all fees and expenses payable hereunder ~~-~~no later than the fifth Business Day following receipt of ~~Net Cash p~~Proceeds by or on behalf of the Parent or any of its Subsidiaries from any Debt Transactions, in an amount equal to 100% of the ~~Net Cash~~aggregate ~~P~~proceeds ~~from any~~of such Debt Transactions.

(iv) ~~(iv)~~ Change in Control. The Borrowers shall prepay the outstanding amount of all the Secured Obligations ~~through the prepayment date~~ upon and concurrently with the occurrence of a Change in Control.

~~(v)~~ Application of ~~p~~Payments. Amounts to be applied in connection with prepayments made pursuant to this Section 2.~~6~~5 shall be applied: (~~A~~i) first, to ~~the prepayment of~~(x) that portion of the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the DIP Loan until paid in full and then (y) the principal amount of the DIP Loan until paid in full, (ii) second, to (x) the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the Exit Advances until ~~all Exit Advances have been repaid in full, (B) second, to the extent of any residual~~paid in full and then (y) the principal amount of ~~such prepayment, if no~~the Exit Advances ~~remain outstanding, to the prepayment of Original Advances.~~

(c) until paid in full, (iii) third, to any other Secured Obligations due and payable to the DIP Lenders until paid in full and (iv) fourth, to any other Secured Obligations due and payable to the Exit Lenders until paid in full.

2.6 ~~2.7~~ Notes

. This Agreement evidences the obligation of the Borrowers to repay the DIP Loan and Exit Advances and is being executed as a noteless credit agreement. If so requested by the Administrative Agent (on behalf of any Lender) by written notice to the Borrowers, then the Borrowers shall execute and deliver to ~~the~~such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of ~~the~~such Lender pursuant to Section 10.13) (promptly after the ~~Borrowers~~Parent's receipt of such notice) a ~~N~~promissory note or ~~N~~notes in form and substance satisfactory to the Administrative Agent to evidence the DIP Loan~~.~~

and Exit Advances.

2.7 ~~2.8~~ Increased Costs

. If any change in law shall: (i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Administrative Agent or any Lender, (ii) subject the Administrative Agent or any Lender to any Taxes on its loans, loan principal, letters of credit,

commitment, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or (iii) impose on the Administrative Agent or any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or any Advance and the result of any of the foregoing shall be to increase the cost to the Administrative Agent or any Lender of making, converting to, continuing or maintaining any Advance (or of maintaining its obligation to make any such Advance), or to reduce the amount of any sum received or receivable by the Administrative Agent or any Lender hereunder (whether of principal, interest or any other amount) then, upon written request of the Administrative Agent or any Lender, Obligors shall promptly pay to the Administrative Agent or any Lender such additional amount or amounts as will compensate the Administrative Agent or any Lender for such additional costs incurred or reduction suffered. Failure or delay on the part of the Administrative Agent or any Lender to demand compensation pursuant to this Section 2.~~8~~7 shall not constitute a waiver of the Administrative Agent or any Lender's right to demand such compensation. A certificate as to any additional amounts payable pursuant to this Section 2.~~8~~7 submitted by the Administrative Agent to the Parent shall be conclusive in the absence of demonstrable error. The ~~o~~Secured Obligations of the ~~Obligors~~Borrowers arising pursuant to this Section~~-~~ 2.~~8~~7 shall survive the discharge of the Secured Obligations.

SECTION 3 ~~SECTION 3.~~PRIORITY AND LIENS; NO DISCHARGE

3.1 Priority

. Each Obligor hereby covenants, represents, warrants and agrees that upon the execution on this Agreement and entry of the Confirmation Order, the Secured Obligations under the Loan Documents shall at all times be secured by a fully perfected security interest in and lien on all Collateral of each Obligor, as provided in and with the priority granted by the Final Order and the Confirmation Order.

3.2 Automatic Perfection

~~3.1 Security.~~. Each Obligor hereby confirms and acknowledges that Liens in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties in all of the Obligors' Collateral, which includes, without limitation, all of such Obligor's Real Estate, now existing or hereafter acquired, have been and are fully created and perfected by the Final Order without the recordation or filing in accordance with any federal or state law, including, without limitation, in any federal patent or copyright recording office or repository, and state secretary of state recording office or repository, or state, county or local land records, or other federal or state filing offices, repositories or locals with respect to any security interest, lien, Mortgage, assignment or similar instrument, and without having to take any action, or given any notice, to establish possession or control over any of the Obligors' Collateral, including, without limitation, cash, deposits accounts, investments, securities, Pledged Equity and any other Obligors' Collateral as to which possession or control would otherwise be required to perfect a security interest.

3.3 Collateral

. As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, each Obligor grants to the ~~Lender~~Administrative Agent, for ~~its~~the benefit of the Secured Parties, a security interest in all of such Obligor's right, title, and interest in and to the following personal property whether now owned or hereafter acquired or in which such Obligor now has or at any time in the future may acquire any right, title or interest and wherever located and all proceeds and products thereof (collectively, the "Collateral"): (i)(a) ~~R~~all goods, Accounts (including health-care receivables~~; (b)~~, Equipment~~;~~, ~~(c) Fixtures; (d)~~Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, equity interests of subsidiaries, joint ventures and other entities, General Intangibles~~; (c) Inventory; (f) Investment Property; (g) Deposit Accounts; (h) Cash; (i) Cash Equivalents (j) Goods; (k) Collateral IP; (l) all~~except as provided below), Collateral IP, commercial

tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, securities accounts, securities entitlements and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; (b) all Obligor's Books relating to the foregoing; and (c) any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing, (ii) the "DIP Collateral" referred to in the DIP Orders, and (iii) the Real Estate as further described in Section 3.4 (including the Leland Property); ~~and (l) all other tangible and intangible personal~~*provided*, *however*, that the Collateral shall not include any Excluded Intellectual Property or the DSM Collateral. For the avoidance of doubt:

(1) any Lien with respect to the DIP Collateral securing any DIP Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any DIP Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall also secure the Exit Obligations; and

(2) any Lien with respect to the Exit Collateral securing any Exit Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any Exit Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall secure the DIP Obligations.

3.4 Real Estate Collateral

. Further to Section 3.3 and the Final Order, to secure the full and timely payment and performance of the Secured Obligations, each Obligor that is a Debtor hereby MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to the Administrative Agent, for the ratable benefit of the Secured Parties, all of its right, title and interest in and to any Real Estate (which, for the avoidance of doubt, shall include the Leland ~~p~~Property) and all of such Obligor ~~whether~~'s right, title and interest now or hereafter ~~owned or existing, leased, consigned by or to, or~~acquired in and to (a) all land and improvements (including fixtures, as defined in the UCC) now owned (or leased) or hereafter acquired by such Obligor, (b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by~~,~~ such Obligor and ~~wherever located, and any of such Obligor's property in the possession or under the control of the Lender; and, to the extent not otherwise included, all Proceeds of each of the foregoing and~~now or hereafter attached to, installed in or used in connection with the Real Estate, (c) all utilities whether or not situated in easements, (d) all equipment, inventory and other goods in which such Obligor now has or hereafter acquires, (e) all general intangibles, instruments, documents, contract rights and chattel paper relating to the Real Estate, (f) all reserves, escrows or impounds and all deposit accounts maintained by such Obligor with respect to the Real Estate, (g) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Real Estate, together with all related security and other deposits, (h) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Real Estate, (i) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Real Estate, (j) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances

appertaining to the foregoing, (k) all property tax refunds payable with respect to the Real Estate, (l) all accessions, ~~to,~~replacements and substitutions ~~and replacements for, and rents, profits and products of each~~for any of the foregoing~~.~~ and all proceeds thereof, (m) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by such Obligor as an insured party, and (n) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made to such Obligor by any Governmental Authority pertaining to any condemnation or other taking (or any purchase in lieu thereof)), TO HAVE AND TO HOLD to the Administrative Agent, and such Obligor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to such property, assets and interests unto the Administrative Agent.

3.5 ~~3.2 Excluded Collateral. Notwithstanding the broad grant of the security interest set forth in Section 3.1, above, the Collateral shall not include (i) more than 65% of the presently existing and hereafter arising issued and outstanding shares of voting Capital Stock owned by any Obligor of any Foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the IRC if, and only for so long as, a security interest in such voting Capital Stock in excess of 65% could reasonably be expected to result in material adverse U.S. federal income tax consequences under Section 956 of the IRC as reasonably determined by the Parent in consultation with the Lender, (ii) any Excluded Intellectual Property, and (iii) the DSM Collateral.~~Liens

~~3.3 Mortgage.~~ . All of the Liens described in this Section 3 (i) shall be effective and perfected upon entry of the Final Order and confirmed by the Confirmation Order, without the necessity of the execution, recordation or filings by any Obligor of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Administrative Agent of, or over, any Collateral, as set forth in the DIP Orders and the Confirmation Order, and (ii) for the avoidance of doubt, shall in no way limit the Liens and security interests granted by any Obligor pursuant to the DIP Orders or the Security Documents, *provided* that, ~~U~~upon the request of the ~~Lender~~Administrative Agent, each Obligor shall execute and deliver to the ~~Lender~~Administrative Agent, as soon as reasonably practicable following such request but in any event within 60 days following such request (as extended by the ~~Lender~~Administrative Agent), a Mortgage in recordable form with respect to any Real Estate constituting Collateral owned by such Obligor and identified by the ~~Lender~~Administrative Agent in form and substance reasonably satisfactory to the ~~Lender~~Administrative Agent, and, with respect to each Mortgage, the Real Estate Deliverables as requested by the ~~Lender. The Obligors covenant and agree that within 60 days of the Effective Date, the Obligors shall deliver to the Lender a Mortgage and the Real Estate Deliverables with respect to the Leland Facility, in each case in form and substance satisfactory to the Lender.~~Administrative Agent.

3.6 Filings

~~3.5 Financing Statements~~. Each Obligor hereby authorizes the ~~Lender to file financing statements~~Administrative Agent to make all filings and public registrations, without notice to ~~such~~ Obligor, with all jurisdictions deemed necessary or appropriate by the ~~Lender~~Administrative Agent to perfect or protect ~~its~~the Secured Parties' interests or rights hereunder. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect.

3.7 ~~3.6~~ Payment Priority/Subordination

. Notwithstanding ~~the date, time, method, manner, or order of grant, attachment, or perfection of any Liens in (A) the Collateral securing~~anything contained in any Loan Document to the contrary, if the Administrative Agent or any Lender receives any payment or distribution to be applied to the Secured

Obligations~~, or (B)~~ from the Obligors or arising from the Collateral, ~~("DIP Collateral") securing~~whether arising from payment by the Grantors, realization on Collateral, setoff or otherwise, and whether or not an Event of Default has occurred and is continuing, and including any payment or distribution made by a Grantor in a proceeding arising under any Bankruptcy Law, shall be applied (i) first, to payment of that portion of the Secured Obligations ~~(under and as defined in the DIP Loan Agreement, "DIP Obligations") and~~ constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent in its capacity as the Administrative Agent hereunder, until paid in full, (ii) second, to payment of (x) initially that portion of the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the DIP Loan until paid in full and then (y) the principal amount of the DIP Loan until paid in full, (iii) third, to payment of (x) initially the Secured Obligations constituting accrued, unpaid and uncapitalized interest on the Exit Advances until paid in full and then (y) the Exit Advances until paid in full, (iv) fourth, to payment of any other Secured Obligations due and payable to the DIP Lenders until paid in full, (v) fifth, to payment of any other Secured Obligations due and payable to the Exit Lenders until paid in full, (vi) sixth, to the payment of any other Secured Obligations due and payable until paid in full, and (vii) seventh, to the Borrowers or as otherwise required by law. ~~n~~Notwithstanding ~~any~~anything to the contrary ~~provision of the UCC or any other applicable law, the Loan Documents, the DIP Loan Documents or any defect or deficiencies in, or failure to attach or perfect, the Liens securing the DIP Obligations:~~in any Loan Document:

(a) ~~(a)~~ any Lien with respect to the DIP Collateral securing any DIP Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the ~~DIP~~Administrative Agent or ~~the~~any DIP Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall be senior in all respects and priority to any Lien with respect to the Exit Collateral securing any ~~Secured~~Exit Obligations; and

(b) ~~(b)~~ any Lien with respect to the Exit Collateral securing any ~~Secured~~Exit Obligations, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, the Administrative Agent, any Exit Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall be junior and subordinate in all respects to all Liens with respect to the DIP Collateral securing any DIP Obligations.

3.8 ~~**SECTION 4.**~~Administrative Agent Remedies

~~.~~ Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may (or, at the direction of the Required Lenders, shall), exercise any or all of the following rights and remedies:

(a) terminate any unfunded Commitments;

(b) terminate the Loan Documents as to any future liability or obligation of the Administrative Agent and the Lenders;

(c) those rights and remedies provided in this Agreement, or any other Loan Document (including accelerating the repayment of the Secured Obligations);

(d) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(e) give notice of sole control or any other instruction under any control agreement with any depositary bank or securities intermediary and take any action therein with respect to such Collateral;

(f) without notice, demand or advertisement of any kind to any Obligor or any other Person, enter the premises of any Obligor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Obligor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(g) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Equity, exchange certificates or instruments representing or evidencing Pledged Equity for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to such Pledged Equity as though the Administrative Agent was the outright owner thereof.

3.9 Waiver of Equity Redemption

. The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

3.10 Preserving Collateral

. Until the Administrative Agent is able to effect a disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

3.11 Power of Attorney

. Each Obligor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney-in-fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to file any financing statement with respect to the Collateral and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iii) in the case of any Intellectual Property owned by or licensed to an Obligor, execute, deliver and have recorded any document that the Administrative Agent may request to evidence, effect, publicize or record the Administrative Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Obligor relating thereto or represented thereby, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral or with securities intermediaries holding Collateral as may be necessary or advisable to give the Administrative Agent control over such Collateral, (v) to discharge past due taxes, assessments, charges,

fees or Liens on the Collateral (except for Permitted Liens), (vi) to contact account debtors for any reason, (vii) to demand payment or enforce payment of the receivables in the name of the Administrative Agent or such Obligor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the receivables, (viii) to sign such Obligor's name on any invoice or bill of lading relating to the receivables, drafts against any account debtor of the Obligor, assignments and verifications of receivables, (ix) to exercise all of such Obligor's rights and remedies with respect to the collection of the receivables and any other Collateral, (x) to settle, adjust, compromise, extend or renew receivables, (xi) to settle, adjust or compromise any legal proceedings brought to collect receivables, (xii) to prepare, file and sign such Obligor's name on a proof of claim in bankruptcy or similar document against any account debtor of such Obligor, (xiii) to prepare, file and sign such Obligor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the receivables of such Obligor, (xiv) to change the address for delivery of mail addressed to such Obligor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Obligor, and (xv) to do all other acts and things necessary to carry out this Agreement; and such Obligor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided* that, this authorization shall not relieve such Obligor of any of its obligations under any Loan Document. The Administrative Agent shall not incur any liability in connection with or arising from the exercise of such power of attorney and shall have no obligation to exercise any of the foregoing rights and remedies. The Administrative Agent's foregoing appointment as each Obligor's attorney in fact, and all of the Administrative Agent's rights and powers, coupled with an interest, are irrevocable until such time as all Secured Obligations have been satisfied in full, the Lenders are under no further obligation to make Advances and the Loan Documents have been terminated.

3.12 Release

. To the extent not released by the Reorganization Plan , the Administrative Agent (on behalf of the Secured Parties), irrevocably and irreversibly, to the fullest extent permitted by applicable Laws, releases:

(a) certain securities created and currently under that certain Trademark Agreement, specifically and solely in respect to the trademark applications and registrations for "Costa Brazil", owned by FCIP Holdco, LLC, in any and all jurisdictions, including, without any limitation, Brazil (Registration No. 913587702), Canada (Application No. 2063805), Colombia (Registration No. 709657), Japan (Application No. 2020-151488), Republic of Korea (Registration No. 10-1875014), Turkey (Registration No. 2020/141877) and the United Kingdom (Registration Nos. UK00914791347 and UK00003557186); and

(b) the Brazilian Obligors from any and all obligations of any nature provided in the Loan Documents, including, without limitation, any obligation to grant Liens under the Security Agreement.

SECTION 4 CONDITIONS PRECEDENT TO ~~**AMENDMENT AND RESTATEMENT AND EXIT**~~ ADVANCES

4.1 Advances

. ~~4.1~~ The ~~A~~amendment and ~~R~~restatement~~: The Effective Date~~of this Agreement and the obligations of each Exit Lender to make any Exit Advance will occur on the date (the "Restatement Date") on which the ~~Lender has received or waived receipt of the~~ documents and other evidence set out in Schedule 4~~,~~.1 have been received by the Administrative Agent and the Required Lenders, each in form and substance satisfactory to ~~it.~~them including that (i) the Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall not (in whole or in part) have been reversed, modified, stayed or vacated, (iii) the

Restructuring Transactions shall be consummated in accordance with the Reorganization Plan, and (iv) the Effective Date shall have occurred.

4.2 ~~4.2 Exit Advances. The agreement of the Lender to make any Advance requested to be made by it hereunder on any date is subject to the satisfaction of the following conditions precedent :~~Subsequent Advances

. On the date of each Advance Request and on each Advance Date:

(a) ~~(a) the Lender~~the Administrative Agent shall have received ~~(i) an Advance Request for the Advance as required by Section 2.2(b), duly executed by Parent's Chief Financial Officer, and (ii) any other~~all documents ~~the Lender~~it may reasonably request;

(b) ~~(b)~~ each of the representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Advance Request and the Advance Date (except to the extent such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct in all material respects as of such earlier date), except that any representations and warranties subject to "materiality", "Material Adverse Effect" or similar materiality qualifiers shall be true and correct in all respects as of the date of such extension of credit (except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct as of such earlier date)~~.~~;

~~Each Advance Request shall be deemed to constitute a representation and warranty by the Obligors on the applicable Advance Date as to the matters specified in this paragraph (b) and Section 4.2(c) and as to the matters set forth in the Advance Request;~~

(c) ~~(c)~~ the Obligors shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on their part to be observed or performed, and at the time of and immediately after giving effect to such Exit Advance no Default or Event of Default shall have occurred and be continuing;

~~(d) [reserved];~~

(d) ~~(e) as of the date of such Advance Request and the Advance Date,~~ no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing; ~~and~~

(e) no order has been entered reversing, amending, staying, vacating, terminating or otherwise modifying in any manner adverse to the Administrative Agent or the Lenders, the DIP Orders or the Confirmation Order; and

(f) the Administrative Agent shall have received an Advance Request in relation to the relevant Exit Advance in accordance with this Agreement.

~~(f)~~ Eeach Advance Request shall be ~~used in full for the Borrowers' general working capital purposes.~~deemed to constitute a representation and warranty by the Obligors on the date of such Advance Request and on the applicable Advance Date as to the matters specified in Sections 4.2 (b), (c) and (d) and as to the matters set forth in the Advance Request.

~~4.3 No Default. As of the Effective Date, (i) no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.~~

SECTION 5 ~~SECTION 5.~~ REPRESENTATIONS AND WARRANTIES

To induce the Lenders to ~~make~~amend and restate this Agreement and make the Exit Advances, the Obligors, jointly and severally, represent and warrant to the Administrative Agent and the Lenders that as of the ~~Effective~~Closing Date, the date of each Advance Request and the date of each Exit Advance:

5.1 ~~5.1~~ Corporate Status; Compliance with Law

. Each of the Parent and its Subsidiaries, (a) is a corporation, partnership, limited partnership or limited liability company duly organized, validly existing and in good standing under the laws of ~~the~~ its applicable jurisdiction of incorporation or formation; (b) is duly qualified to conduct business and is in good standing in all jurisdictions in which the nature of its business or its ownership or lease of properties require such qualifications and where the failure to be qualified would reasonably be expected to have a Material Adverse Effect; (c) has the requisite corporate, partnership or company power and authority to conduct its business as now and proposed to be conducted and the legal right to own, pledge, mortgage or otherwise encumber and operate its properties, except, in each case, to the extent the failure to have such right would not reasonably be expected to have a Material Adverse Effect; (d) has (and is not in default under any of the following) all material licenses, permits, certifications, consents or approvals from or by, and has made all material filings with, and has given all material notices to, all Governmental Authorities having jurisdiction, to the extent required for such ownership, operation and conduct, except where the failure to satisfy the foregoing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (e) except as a result of the Cases is not in default under any material license, permit, certification or approval requirement of any Governmental Authority, except where such default, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (f) is in compliance with its applicable organizational documents in all material respects; and (g) is in compliance with all Laws except where failure to comply could not reasonably be expected to have a Material Adverse Effect. ~~Parent's and each Guarantor~~ Each Obligor's present names, former names (if any), locations, place of incorporation or formation, tax identification number, organizational identification number and other information are correctly set forth in Exhibit ~~C~~B, as may be updated by Parent in a written notice provided to the ~~Lender~~Administrative Agent after the ~~Effective~~Closing Date.

5.2 ~~5.2~~ Collateral

. The Obligors own the Collateral and the Excluded Intellectual Property, free of all Liens, except for Permitted Liens. The Obligors have the power and authority to grant to the ~~Lender~~Administrative Agent a Lien in the Collateral as security for the Secured Obligations.

5.3 ~~5.3~~ Organizational Power, Authorization, Enforceable Obligations, Consents

. The execution, delivery and performance of this Agreement and all other Loan Documents and in the case of the Borrowers, the borrowing of Advances, (i) are within such Person's corporate, partnership, limited partnership or limited liability company power and do not contravene any provision of such Person's organizational documents; (ii) have been duly authorized by all necessary or proper action of each Obligor; (iii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens; (iv) do not violate (A) any Laws or regulations to which any Obligor or its Subsidiaries are subject, the violation of which would be reasonably expected to have a Material Adverse Effect or (B) any order, injunction, judgment, decree or writ of any Governmental Authority to which any Obligor or its Subsidiaries are subject; (v) do not conflict with, or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any indenture mortgage, deed of trust, lease or agreement or other instrument, in each case, in respect of material Indebtedness to which any Obligor or its Subsidiaries is a party or by which any Obligor or its Subsidiaries or any of its property is

bound; and (vi) do not violate any contract or agreement or require the consent or approval of any other Person or Governmental Authority which has not already been obtained. The individual or individuals executing the Loan Documents are duly authorized to do so. Each Loan Document has been duly executed and delivered on behalf of each Obligor party thereto. Each Loan Document upon execution will constitute, a legal, valid and binding obligation of each Obligor party thereto, enforceable against each such Obligor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.4 ~~5.4~~ Material Adverse Effect

. No event, change, condition, development, effect, circumstance, matter or other occurrence, individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect has occurred since the Closing Date and is continuing. ~~since the Effective Date.~~ The Obligors are not aware of any event or circumstance likely to occur that, individually or in the aggregate, is reasonably expected to have a Material Adverse Effect. No transfer of property is being made by any Obligor and no obligation is being incurred by any Obligor in connection with the transactions contemplated by any Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Obligor.

5.5 ~~5.5~~ Actions Before Governmental Authorities

. Except as described on Schedule 5.5, there are no actions, investigations, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of the Obligors, threatened against or affecting any Obligor, its Subsidiaries or their respective property or revenues, before any Governmental Authority or before any arbitrator or panel of arbitrators (collectively, "Litigation"), other than Litigation commenced after the ~~Effective~~Closing Date that would not likely be expected to result in damages of in excess of $250,000 ~~(or its equivalent in other currencies) and which is~~ not covered by insurance for which a claim has been made. There is no Litigation pending or, to the knowledge of any Obligor, threatened (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) except as described on Schedule 5.5, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.6 ~~5.6~~ Laws

. No Obligor nor its Subsidiaries is in violation of any Law, or in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such violation or default is reasonably expected to have a Material Adverse Effect. Except as described on Schedule 5.6~~, no Obligor nor its Subsidiaries is~~ or a default resulting from the filing of the Cases, none of the Obligors are in default in any material respect under any provision of any agreement or instrument evidencing Indebtedness, or any other material agreement to which an Obligor is party or by which it is bound.

5.7 ~~5.7~~ Information Correct and Current

. No information contained in this Agreement, any of the other Loan Documents, any Financial Statements or any other written materials from time to time delivered hereunder or any written statement furnished by or on behalf of any Obligor or any of its Subsidiaries to the Administrative Agent or any Lender in connection with any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not misleading at the time such statement was made or deemed made. ~~.~~

5.8 ~~5.8~~ Tax Matters

. ~~Except as described on Schedule 5.8, each~~ The Obligors and each of ~~its~~their Subsidiaries have, subject to the terms of the Confirmation Order and the Reorganization Plan (a) filed all federal, state and material local Tax returns that are required to be filed, (b) duly paid or fully reserved for all Taxes or installments thereof (including any interest or penalties) as and when due, which have or may become due pursuant to such returns other than those being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, and (c) paid or fully reserved for any Tax assessment received by any Group Member for the three years preceding the Closing Date, if any (including any Taxes being contested in good faith and by appropriate proceedings). As of the ~~Effective~~Closing Date and except as set forth on Schedule 5.8, there is no action, suit, proceeding, investigation, audit or claim now pending or threatened by any Governmental Authority regarding any Taxes relating to ~~each~~the Obligors and any of their Subsidiaries.

5.9 ~~5.9~~ Intellectual Property~~.~~

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(a) ~~(a)~~ Disclosure; Title. Exhibit ~~D~~C contains a true and correct list of each item of issued, registered, or application for issue or registration of, Intellectual Property, specifying for each (i) title or mark, (ii) jurisdiction, (iii) application or serial number and date, (iv) registration or issue number and date, (v) registered owner, and (vi) beneficial owner if different from registered owner. Except as otherwise specified on Exhibit ~~D~~C, an Obligor is the sole owner of each item of Intellectual Property listed thereon that has an "Amyris Ref" starting with "AM-", and for each other item of Intellectual Property listed thereon, an Obligor has the right to exploit (or exclude others from exploiting) such item under the terms of a License between such Obligor and the applicable Patent owner or co-owner specified in the "Notes" to the Patent schedule on Exhibit ~~D~~C. Except as described on Exhibit ~~D~~C, to the best of each Obligor's knowledge, each of the registered or issued Copyrights, Trademarks and Patents that are required to be listed on Exhibit ~~D~~C is valid and enforceable, and no such Copyright, Trademark or Patent, or any application for registration of the foregoing, has terminated, lapsed, expired or been cancelled or abandoned. All Copyrights, Trademarks and Patents required to be listed on Exhibit ~~D~~C have been prosecuted in accordance with all applicable Laws. To the best of each Obligor's knowledge, all actions required to record each owner throughout the entire chain of title, of each item of Intellectual Property required to be listed on Exhibit ~~D~~C, with each applicable Governmental Authority up through the ~~Effective~~Closing Date have been taken, including payment of all costs, fees, Taxes and expenses associated therewith.

(b) ~~(b)~~ Infringement. Except as described on Schedule 5.9(b), (i) to the best of each Obligor's knowledge, none of the Intellectual Property that is owned or exclusively licensed to an Obligor is invalid or unenforceable, in whole or in part, and (ii) no Litigation has been asserted or initiated against and no notice has been received by any Obligor that alleges any exploitation of the Intellectual Property, or the conduct of any Obligor's business infringes, misappropriates, dilutes or otherwise violates the rights of any third party in a manner or to an extent that could reasonably be expected to adversely affect the Collateral IP or the Administrative Agent's Liens on the Collateral IP or the priority of such Liens. No other Person's trade secrets and Copyrights, and to the best of each Obligor's knowledge no other Person's other intellectual or industrial property rights, are infringed, misappropriated, diluted or otherwise violated by any Obligor's exploitation of the Intellectual Property or the use, making, development, production, sale, offering for sale, importation or exportation of any Borrower Product. No Obligor has asserted or initiated any Litigation or sent any notice that alleges that any Intellectual Property is being infringed, misappropriated, diluted or otherwise violated.

(c) ~~(c)~~ Trade Secrets. To the best of each Obligor's knowledge, no trade secret or confidential or proprietary information has been used, divulged, disclosed or appropriated to the detriment of any Obligor for the benefit of any Person other than an Obligor. The Intellectual Property has been protected with adequate safeguards and security to maintain any trade secrets, and the confidentiality of any confidential or proprietary information. Each employee and contractor of each Obligor, or any other Person who has developed Intellectual Property, has entered into written employment agreements, non-disclosure agreements, assignment of inventions agreements or similar agreements or contracts, as applicable, requiring such individuals to safeguard and protect trade secrets and confidential or proprietary information that is Intellectual Property and assign Intellectual Property created or conceived by such individual to the applicable Obligor. To the best of each Obligor's knowledge, no such employee, contractor or other Person is in material breach of any such agreement or contract.

(d) ~~(d)~~ Licenses. Exhibit ~~D~~C includes a true, correct and complete list of each (i) material License under which an Obligor receives a right in or to Intellectual Property from any other Person, including each License relating to each item of Intellectual Property listed on Exhibit ~~D~~C that is owned or co-owned by any other Person (other than shrink-wrap licenses for non-customized off-the-shelf software costing less than $500,000 (or its equivalent in other currencies) ~~in aggregate~~ for all Group ~~Companies~~Members per annum)~~,~~ and (ii) License pursuant to which an ~~-~~Obligor grants a right in or to Intellectual Property to any other Person on an exclusive basis. The Licenses on Exhibit ~~D~~C and all other material Licenses are valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof. Each such License will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under any such License or otherwise give any party thereto a right to terminate such License. No Obligor is in material breach of, nor has any Obligor failed to perform any material obligations under, any such License and, to each Obligor's knowledge, each other party to any such License is not in material breach thereof or has failed to perform any material obligations thereunder. No Obligor has received any notice of a breach or default under any such License which breach or default has not been cured.

(e) ~~(e)~~ Sufficiency of IP. Except as described on Schedule 5.9(e), each Obligor has, or in the case of any proposed business, will own or have licensed to it, all material intellectual property rights necessary for the operation or conduct of its respective business as currently conducted and proposed to be conducted. Without limiting the generality of the foregoing, and in the case of Licenses, except for restrictions that are unenforceable under Division 9 of the UCC, each Obligor has the right, to the extent required to operate its business, to freely transfer or license (except as restricted by Permitted Intellectual Property Licenses) or assign Intellectual Property without condition, restriction or payment of any kind (other than license payments in the ordinary course of business) to any third party, and each Obligor owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are used in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of such Obligor's Borrower Products.

(f) ~~(f)~~ Litigation. Except as described on Schedule 5.9(f), no Intellectual Property owned by an Obligor and no Borrower Product has been or is subject to any actual or, to the knowledge of any Obligor, threatened Litigation, proceeding (including any proceeding in the United States Patent and Trademark Office or any corresponding foreign office or agency) or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any material respect such Obligor's use, transfer or licensing thereof or that may affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any Litigation or proceeding that obligates any Obligor to grant licenses or ownership interest in any future Intellectual Property necessary to the operation or conduct of the business of such Obligor or embodied by any Borrower Product. Except as described on Schedule 5.9(f), no Obligor has received any written notice or claim, or, to the knowledge of

Obligor, oral notice or claim, challenging or questioning ~~any~~ Obligor's ownership in any Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to any Obligor's knowledge, is there a reasonable basis for any such claim.

5.10 ~~5.10~~ Financial Accounts

. Exhibit ~~E~~D, as may be updated by the Parent in a written notice provided to the ~~Lender~~Administrative Agent after the ~~Effective~~Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which any Obligor maintains Deposit Accounts~~,~~ and (b) all institutions at which any Obligor maintains an account holding Investment Property, and such exhibit correctly identifies the name, address and telephone number of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor.

5.11 ~~5.11~~ Employee Loans

. The Obligors have no outstanding loans to any employee, officer or director of any Obligor nor has any Obligor guaranteed the payment of any loan made to an employee, officer or director of any Obligor by a third party.

5.12 ~~5.12~~ Capitalization and Subsidiaries

. The ~~Obligors'~~ capitalization of the Obligors (other than the Parent) as of the ~~Effective~~Restatement Date is set forth on Schedule 5.12(a)~~.~~. The Obligors do not own any stock, partnership interest or other securities of any Person, except for Permitted Investments. Attached as Schedule 5.12(b), as may be updated by the Parent in a written notice provided after the ~~Effective~~Closing Date, is a true, correct and complete list of each Subsidiary. No Group Member has no Indebtedness other than Permitted Indebtedness. There are no Liens over the properties or assets of any Group Member other than Permitted Liens.

5.13 ~~5.13~~ Financial Statements~~.~~ and Projections

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(a) ~~(a)~~ Except as set forth on Schedule 5.13, all Financial Statements of the Obligors ~~which are referenced below~~ have been prepared in accordance with GAAP consistently applied throughout the periods covered (except as disclosed therein and except, with respect to unaudited Financial Statements, for the absence of footnotes and subject to normal year-end adjustments) and present fairly in all material respects the financial position of the Persons covered thereby as at the dates thereof and the results of their operations and cash flows for the periods then ended.

(b) ~~(b)~~ The Projections ~~that have been made available to the Lender in connection with this Agreement or the other transactions contemplated hereby~~ (i) have been prepared in good faith based upon assumptions believed by the Parent to be reasonable as of the date thereof (it being understood that actual results may vary materially from such projections and estimates), as of the date such projections and estimates were furnished to the Lenders and as of the ~~Effective~~Closing Date, and (ii) as of the ~~Effective~~Closing Date, have not been modified in any material respect by the Parent.

5.14 ~~5.14~~ Ownership of Property

._ The Real Estate listed on Schedule 5.14(a) constitutes, as of the ~~Effective~~Closing Date, all of the real property owned, leased or subleased by the Obligors and their Subsidiaries._ The Obligors and their Subsidiaries own good and marketable fee simple title to all of its owned Real Estate, and valid leasehold interests in all of its leased Real Estate._ The Obligors and their Subsidiaries also have good and marketable title to, or valid leasehold interests in or rights to use, all of their personal properties and assets and all material permits required to have been issued or appropriate to enable the Real Estate to be lawfully occupied and used for all of the purposes for which it is currently occupied and used have been lawfully issued and are in full force and effect, in each case, except to the extent such failure to have such title, interests or rights or the failure of such permits to have been issued or in full force and effect would not reasonably be expected to have a Material Adverse Effect.

5.15 ~~5.15~~ Labor Matters

._ As of the ~~Effective~~Closing Date, no Obligor is subject to any labor or collective bargaining agreement. There are no existing or, to the knowledge of the Obligors, threatened strikes, lockouts or other labor disputes involving an Obligor or any of its Subsidiaries that singly or in the aggregate could reasonably be expected to have a Material Adverse Effect._ Except for violations that could not reasonably be expected to have a Material Adverse Effect, no Obligor or any Subsidiary of any Obligor is in violation of any Law relating to payment of wages or employee hours worked.

5.16 ~~5.16~~ Government Regulation

._ No Obligor nor any Subsidiary of any Obligor is required to register as an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended._ No Obligor nor any Subsidiary of any Obligor is engaged or ~~-~~will engage, principally or as one of its important activities, in the business of "buying" or "carrying" "margin stock" (within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect) or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of any Advance will be used for buying or carrying any such margin stock or for extending credit to others for the purpose of purchasing or carrying margin stock in violation of Regulations T, U or X in effect from time to time of the Board of Governors of the Federal Reserve System of the United States (or any successor).

5.17 ~~5.17 Brokers. No broker or finder acting on behalf of the Obligors or any of their Subsidiaries brought about the obtaining, making or closing of the Loan and none of the Obligors or their Subsidiaries has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith.~~[Reserved

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5.18 ~~5.18~~ Environmental Matters

._ The on-going operations of the Obligors and each of their Subsidiaries comply in all respects with all Environmental Laws, except such non-compliance would not reasonably be expected to have a Material Adverse Effect._ The Obligors and each of their Subsidiaries have obtained, and maintained in good standing, all licenses, permits, authorizations and registrations required under any Environmental Law and necessary for their respective ordinary course operations, and the Obligors and each of their Subsidiaries are in compliance with all material terms and conditions thereof, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect._ Except as would not reasonably be expected to have a Material Adverse Effect: _(i) no Obligor nor any of its properties or operations is subject to any outstanding written order from or agreement with any Governmental Authority, nor subject to any

proceeding, with respect to any Environmental Law or Hazardous Material; (ii) there are no conditions or circumstances involving environmental contamination by Hazardous Materials existing with respect to any property, or arising from operations prior to the ~~Effective~~Closing Date, of any Obligor~~s~~ or any of its Subsidiaries; and (iii) none of the Obligors nor any of their Subsidiaries has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that are leaking or disposing of Hazardous Materials.

5.19 ~~5.19~~ Insurance

. Schedule 5.19 lists all insurance policies required to be maintained under Section 6.1. None of the Obligors ~~-~~nor any of their Subsidiaries is in default of any payment obligation under any such insurance policies (after giving effect to all notice and cure periods).

5.20 ~~5.20~~ Foreign Assets Control Regulations, Etc

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(a) ~~(a)~~ None of (i) the making of any Advance, (ii) the Borrowers' use of the proceeds thereof, (iii) the execution, delivery and performance of this Agreement or (iv) the consummation of any transaction contemplated hereby, or the fulfillment of the terms hereof or thereof, will result in a violation by any Person, including without limitation the Lender of any of the foreign assets control regulations of the United States Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR, Subtitle B, Chapter V, as amended), other economic and trade sanctions laws and regulations administered or enforced by OFAC, the U.S. State Department or any other applicable ~~g~~Governmental ~~a~~Authority or any enabling legislation or executive order relating thereto.

(b) ~~(b)~~ None of the Obligors, any of their Subsidiaries, nor any controlled Affiliate of the Obligors or any of their Subsidiaries (i) is a Sanctioned Person or (ii) engages in, or has in the past five (5) years engaged in, any dealings or transactions with any Sanctioned Person. Each of the Obligors and their Subsidiaries and ~~Controlled~~ Affiliates are in compliance, in all material respects, with the economic and trade sanctions administered by OFAC and the U.S. State Department, the Bank Secrecy Act, as amended by the USA Patriot Act, and all other applicable sanctions or anti-money laundering laws and regulations.

(c) ~~(c)~~ No part of the proceeds from any Advance will be used, directly or indirectly, for any payment, or offer or promise of any payment or anything else of value, to any governmental official or employee of a government authority, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity for or on behalf of a governmental authority, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 or any other applicable anti-corruption or anti-bribery law.

5.21 ~~5.21~~ ERISA

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(a) ~~(a)~~ Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) each Qualified Plan has been determined by the IRS to qualify under Section 401 of the IRC, and the trusts created thereunder have been determined to be exempt from Tax under the provisions of Section 501 of the IRC, and, to the knowledge of the Obligors, nothing has occurred which would reasonably be expected to cause the loss of such qualification or tax-exempt status; (ii) each ERISA Plan is in compliance with the applicable provisions of ERISA and the IRC, including the filing of reports required under the IRC or ERISA; (iii) ~~no~~none of the Obligors or any ERISA Affiliate has failed to make any

contribution or pay any amount due as required by either Section 412 of the IRC or Section 302 of ERISA or the terms of any such ERISA Plan; (iv) ~~no~~none of the Obligors or, to the knowledge of the Obligors, any ERISA Affiliate has engaged in a prohibited transaction, as defined in Section 4975 of the IRC, in connection with any ERISA Plan, which would subject any such Person to a material Tax on prohibited transactions imposed by Section 4975 of the IRC; and (v) the Obligors do not reasonably anticipate assessed penalties under IRC 4980H.

5.22 ~~5.22~~ Security Documents

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(a) [reserved]

(b) ~~(a) (i)~~ This Agreement and each Security Document~~s~~ is effective to create in favor of the ~~Lender~~Administrative Agent, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof (subject to (x) applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law and (y) ~~-~~ any filings, notices and registrations and other perfection requirements necessary to create or perfect the Liens on the Collateral granted by such Obligors in favor of the ~~Lender~~Administrative Agent (which filings or recordings shall be made to the extent required by any Security Document)) and (ii) in the case of the Pledged Equity, if any, that are securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(4) of the New York UCC or the corresponding code or statute of any other applicable jurisdiction ("Certificated Securities"), when certificates representing such Pledged Equity are delivered to the ~~Lender~~Administrative Agent, and in the case of the other Collateral constituting personal property described in the Security Agreement, when financing statements and other filings specified on Schedule 3 of the Security Agreement in appropriate form are filed in the offices specified on Schedule 3 of the Security Agreement, the ~~Lender~~Administrative Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of such Obligors in such Collateral and the proceeds thereof, as security for the Secured Obligations, in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Equity, Permitted Liens ~~provided that in this Section 5.22, "Permitted Liens" shall not include the Lavvan Lien~~) subject to, in each case, applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) ~~(b)~~ Upon the execution and delivery of any Mortgage to be executed and delivered pursuant to this Agreement, such Mortgage shall be effective to create in favor of the ~~Lender~~Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien on the Real Estate described in such Mortgage and proceeds thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing; and when such Mortgage is filed in the appropriate recording office and all relevant mortgage taxes and recording charges are duly paid, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Obligor in such Real Estate and the proceeds thereof, as security for the Secured Obligations, in each case subject only to Permitted Liens.

SECTION 6 ~~**SECTION 6.**~~ INSURANCE; INDEMNIFICATIONS

As long as any Secured Obligations (other than inchoate indemnity obligations) are outstanding, the Obligors agree as follows:

6.1 ~~6.1~~ Coverage

. The Obligors shall cause to be carried and maintained (a) commercial general liability insurance against risks customarily insured against in each Group Member's line of business, including the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3, (b) a minimum of $2,000,000[5] of commercial general liability insurance for each occurrence, (c) a minimum of $2,000,000 of directors' and officers' insurance for each occurrence and $5,000,000 in the aggregate, and (d) insurance upon the Collateral, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provide~~d,~~ that such insurance may be subject to standard exceptions and deductibles.

6.2 ~~6.2~~ Certificates

. ~~T~~ As soon as reasonably practicable after written request by the Administrative Agent, the Obligors shall deliver to the ~~Lender~~Administrative Agent certificates of insurance that shall (a) evidence the Obligors' compliance with ~~its~~their insurance obligations in Section 6.1 and the obligations contained in this Section 6.2~~ as soon as reasonably practicable following written request by Lender~~, (b) state the ~~Lender~~Administrative Agent is an additional insured for commercial general liability, a designated payee for any key man life insurance policy, a lender's loss payee for all risk property damage insurance, subject to the insurer's approval, and contain a lender's loss payee for property insurance and additional insured for liability insurance for any future insurance that the Obligors may acquire from such insurer, (c) attach additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance, and (d) provide for a minimum of 30 days' advance written notice to the ~~Lender~~Administrative Agent of cancellation or any other change adverse to the ~~Lender~~Administrative Agent's interests. Any failure of the ~~Lender~~Administrative Agent to scrutinize such insurance certificates for compliance is not a waiver of any of the ~~Lender~~Administrative Agent's rights, all of which are reserved.

6.3 ~~6.3~~ Indemnity

. The Obligors agree to indemnify and hold the Administrative Agent, each Lender and ~~its~~each of their respective officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "Indemnified Person") harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort), including reasonable attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal) (collectively, "Liabilities"), that may be instituted or asserted against or incurred by such Indemnified Person arising out of, in connection with, or as a result of (a) the execution and delivery of this Agreement and the Loan Documents, (b) credit having been extended, suspended or terminated under this Agreement and the other Loan Documents, (c) the administration of such credit, (d) the use of proceeds of the ~~Loan~~Advances, (e) the disposition or utilization of the Collateral, (f) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party or by any Obligor or any of their respective Affiliates) excluding, in all cases, Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable judgment, (g) any Environmental Liability

[5] ~~NTD: all amounts to be confirmed.~~

related in any way to any Obligor~~,~~ or any of its Subsidiaries, or (h) ~~-~~ any actual or reasonably likely prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by ~~a~~any Obligor~~-~~, and regardless of whether any ~~Indemnitee~~Indemnified Person is a party thereto, (i) default by any Borrower in making a borrowing of, conversion into or continuation of an Advance after a Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (j) default by any Borrower in making any prepayment of the Advances after a Borrower has given a notice thereof in accordance with the provisions of this Agreement, or (k) the making of a prepayment of an Advance on a day that is not ~~the last day of~~ an Interest ~~Period~~Payment Date with respect thereto. The Obligors agree to pay, and to save the Administrative Agent and each Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of the Administrative Agent and each Lender) that may be payable or determined to be payable with respect to any of the Collateral or this Agreement. To the fullest extent permitted by applicable law, no Obligor shall assert, and each Obligor hereby waives, any claim against any Indemnified Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) or any loss of profits arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance, or the use of the proceeds thereof. No Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby. This Section 6.3 shall survive the termination of this Agreement and the repayment of all Secured Obligations until all statutes of limitation with respect to the claims, losses, and expenses for which indemnity is given shall have run.

SECTION 7 ~~SECTION 7.~~ COVENANTS ~~OF THE OBLIGORS~~

As long as any Secured Obligations (other than inchoate indemnity obligations) are outstanding, the Obligors agree as follows:

7.1 ~~7.1~~ Financial ~~Reports~~Statements

. The Obligors shall furnish to the ~~Lender the financial statements and reports listed hereinafter~~ :Administrative Agent on behalf of the Lenders:

(a) ~~(a)~~ [reserved]~~;~~

(b) ~~(b)~~ as soon as practicable (and in any event within 45 days) after the end of each calendar quarter, unaudited interim and year~~-~~to~~-~~date financial statements as of the end of such calendar quarter (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows accompanied by a report detailing any material contingencies (including the commencement of ~~material~~ ~~l~~Litigation by or against any Obligor of the type described in Section ~~7.20(b)~~5.5) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, certified by ~~the Parent~~such Obligor's Chief Executive Officer, Chief Accounting Officer or Chief Financial Officer to the effect that they have been prepared in accordance with GAAP, except (i) for the absence of footnotes, and (ii) that they are subject to normal year-end adjustments;

(c) ~~(c)~~ as soon as practicable (and in any event within 120 days after the end of each fiscal year (or, with respect to the fiscal year ended December 31, 2023, 180 days after the Restatement Date), audited financial statements as of the end of such year (other than with respect to the fiscal year ended December 31, 2023) (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding

figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by the Parent and reasonably acceptable to the Lender, accompanied by any management report from such accountants;

~~(d) [reserved];~~

(d) ~~(e)~~ as soon as practicable (and in any event within 30 days) after the end of each calendar quarter, a Compliance Certificate ~~in the form of Exhibit G;~~;

(e) ~~(f) promptly after the sending or filing thereof, as the case may be, copies of any proxy statements, financial statements or reports that the Obligors have made available to its equity holders and copies of any regular, periodic and special reports or registration statements that the Obligors file with the Securities and Exchange Commission or any Governmental Authority that may be substituted therefor, or any national securities exchange; and~~[reserved]

(f) ~~(g) at the Lender~~at the Administrative Agent's request, at the same time as it gives to its directors, copies of all materials (other than minutes) that any Obligor provides to its directors in connection with meetings of the Board of Directors and that are relevant to the ~~Lender~~Administrative Agent in its capacity as such; *provided, however*, that such Obligor shall not be required to provide the materials described in this Section 7.1(~~g~~f) to the extent the information is privileged or pertains to confidential information of any third parties~~.~~; and

(g) promptly, such additional financial and other information regarding the operations, business affairs and financial condition of the Parent or any Subsidiary as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request to the extent such additional financial or other information is reasonably available to, or can be reasonably obtained by, the Parent.

All such financial statements and deliverables shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and for customary year-end adjustments and the absence of complete footnotes).

The Obligors shall not make any change in their (a) accounting policies or reporting practices, except as required by GAAP~~,~~ or (b) fiscal years or fiscal quarters. The fiscal year of the Obligors shall end on December 31. ~~T~~ Each of the Administrative Agent and the Lenders hereby acknowledges and agrees that the materials described in this Section 7.1 will contain material non-public and confidential information of the Obligors and their Affiliates and the Administrative Agent, the Lenders and ~~its~~their respective Affiliates and representatives shall abide by all confidentiality terms applicable under this Agreement and any confidentiality and nondisclosure agreements among the parties hereto.

~~Each executed Compliance Certificate may be sent via e-mail to provided, that if e-mail is not available or sending the Compliance Certificate via e-mail is not possible, it shall be mailed to the Lender at 751 Laurel Street #717, San Carlos, CA 94070 (Attention: Barbara Hager).~~ All Financial Statements and other information required to be delivered pursuant to ~~clauses (b) and (c)~~this Section 7.1 shall be sent via e-mail to *provided*, that if email is not available or sending such Financial Statements via e-mail is not possible, they shall be mailed to the ~~Lender at 751 Laurel Street~~Administrative Agent at 1180 San Carlos Avenue, #717, San Carlos, CA 94070 (Attention: Barbara Hager)~~.~~ with a copy to Goodwin Procter LLP at Three Embarcadero Center, 28th floor, San Francisco, CA 94111(Attention: Jon Novotny, Esq.). Notwithstanding the foregoing, the filing of any financial statements or reports required to be furnished pursuant to this Section 7.1 pursuant to the SEC's "EDGAR" system (or any successor electronic filing

system) shall be deemed to constitute "furnishing" such documents to the ~~Lender~~Administrative Agent for purposes of this Section ~~7.~~1.

7.2 ~~7.2~~ Management Rights and Inspections

. The Obligors shall permit any representative that the ~~Lender~~Administrative Agent authorizes, including such representative's attorneys and accountants, to meet with any member of management of any Obligor, meet with each Obligor's independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants upon reasonable notice and at such reasonable times during normal business hours, conduct site visits and inspect the Collateral~~,~~; *provided*, that so long as no Default or Event of Default has occurred and is continuing, the ~~Borrowers~~Obligors shall not be responsible for paying the expenses of the Administrative Agent or any Lender for more than one site visit, inspection, management meeting and examination in any six-month period; *provided* such cost restriction shall not be deemed a restriction on the number of site visits, inspections, management meetings and examinations the Administrative Agent or any Lender may require. In addition, the Obligors will, upon request by the ~~Lender~~Administrative Agent, and at the expense of the Obligors, have an independent appraiser reasonably satisfactory to the ~~Lender~~Administrative Agent provide an appraisal of the Obligor~~'~~s' Intellectual Property or such subset thereof as determined by the ~~Lender~~Administrative Agent; provided, that so long as no Default or Event of Default has occurred and is continuing, the ~~Borrowers~~Obligors shall not be responsible for paying the expenses for more than one appraisal in any one-year period; *provided*, *further*, that such cost restriction shall not be deemed a restriction on the number of appraisals the Administrative Agent or any Lender may require. In addition, the Obligors shall permit any representative that the ~~Lender~~Administrative Agent authorizes, including such representative's attorneys and accountants, to examine and make copies and abstracts of the books of account and records of the Obligors or any Subsidiary applicable to the Loan Documents or the Collateral at reasonable times and upon reasonable notice during normal business hours. In addition, any such representative shall have the right to meet with management and officers of the Obligors or any Subsidiary to discuss such books of account and records at reasonable times and upon reasonable notice during normal business hours. In addition, the ~~Lender~~Administrative Agent shall be entitled at reasonable times and intervals to consult with and advise the management and officers of the ~~Borrowers~~Obligors or any Subsidiary concerning significant business issues affecting the Obligors. Such consultations shall not unreasonably interfere with the Obligors' business operations. Except as expressly provided herein, any and all visits, inspections, examinations and appraisals made while an~~y~~ Event of Default is continuing shall be at Obligors' sole cost and expense. The parties intend that the rights granted to the ~~Lender~~Administrative Agent shall constitute "management rights" within the meaning of 29 C.F.R. Section 2510.3-101(d)(3)(ii), but that any advice, recommendations or participation by the ~~Lender~~Administrative Agent with respect to any business issues shall not be deemed to give the ~~Lender~~Administrative Agent, nor be deemed an exercise by the ~~Lender~~Administrative Agent of, control over ~~any~~ Obligor's management or policies.

7.3 ~~7.3~~ Further Assurances

. The Obligors at the request of the Administrative Agent shall from time to time (a) execute, deliver and file, alone or with the ~~Lender~~Administrative Agent, any financing statements, security agreements, collateral assignments, notices, control agreements, or other documents to perfect or give the highest priority to the ~~Lender~~Administrative Agent's Lien on the Collateral (other than the Liens set forth in clauses (ii), (iii), (iv), (v), (vi), (vii), (x)~~, (xii), (xiii)~~ or (xi~~v~~i) of the definition of Permitted Liens), ~~and~~ (b) procure any instruments or documents as may be requested by the ~~Lender~~Administrative Agent, and take all further action that may be necessary or desirable, or that the ~~Lender~~Administrative Agent may reasonably request, to perfect and protect the Liens granted hereby and thereby, including, without limitation, any Liens granted or intended to be granted over Collateral IP registered in a jurisdiction outside the United States. In addition, and for such purposes only, the Obligors hereby authorize the ~~Lender~~Administrative Agent to execute and

deliver on behalf of the Obligors and to file such financing statements, collateral assignments, notices, control agreements, security agreements and other documents without the signature of an Obligor either in the ~~Lender~~Administrative Agent's name or in the name of the ~~Lender~~Administrative Agent as agent and attorney-in-fact for such Obligor. The Obligors shall protect and defend such Obligor's title to the Collateral and the ~~Lender~~Administrative Agent's Lien thereon against all Persons claiming any interest adverse to any Obligor or the ~~Lender~~Administrative Agent other than Permitted Liens.

7.4 ~~7.4~~ Indebtedness; Amendments

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The Obligors shall not and shall not permit any Subsidiary to: (a) create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, other than Permitted Indebtedness; (b) pay any principal, fees or interest on any Indebtedness other than ~~(i) payments as they fall due under the DIP Loan Agreement, and (i)~~ scheduled or mandatory payments of principal, fees and interest ~~when due~~ on Permitted Indebtedness ~~(other than the DIP Loan Agreement)~~when due in accordance with the terms of such Indebtedness as at the ~~Effective~~Restatement Date, subject to any amendments permitted by this Agreement; and (c) ~~waive any provision of~~other than to amend or modify any Loan Document, amend, restate, reform, supplement or otherwise modify (x) any documents or notes evidencing any Indebtedness (other than the ~~Loan Documents or, subject to clause (y), the~~ DSM Note Documents) in any manner which imposes materially more burdensome terms upon any Obligor or its Subsidiaries than exist with respect to such Indebtedness prior to such amendment or modification~~, (y) the DSM Note Documents from the form delivered to the Lender under Section 4.1,~~ without the prior written consent of the ~~Lender, or~~Administrative Agent, and (~~z~~y) the ~~Lavvan~~DSM Note Documents from the form delivered to the ~~Lender under~~Administrative Agent pursuant to Section 4.1, without the prior written consent of the ~~Lender, or (d) consent to any transfer or assignment of any of DSM's rights or obligations under the DSM Note Documents without the prior written consent of the Lender.~~Administrative Agent.

7.5 ~~7.5~~ Collateral; Liens Generally

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(a) ~~(a)~~ The Obligors shall at all times keep the Collateral free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give the ~~Lender~~Administrative Agent prompt written notice of any legal process affecting the Collateral or any Liens. The Obligors shall (i) protect and defend their title to the Collateral from and against all Persons claiming any interest adverse to such Obligor, and ~~the Obligors shall~~(ii) at all times ~~-~~keep their rights in the Collateral free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and ~~shall~~(iii) give the ~~Lender~~Administrative Agent prompt written notice of any legal process affecting ~~such~~their rights in the Collateral.

(b) ~~(b)~~ The Obligors shall not, and shall not permit any of their Subsidiaries to, (i) create, incur, assume or permit to exist any Lien or legal process on any of its properties or assets, whether now owned or acquired after the ~~date of this Agreement~~Closing Date, other than Permitted Liens or (ii) become a party to any agreement, note, indenture or instrument, or take any other action, which would prohibit the creation of a Lien on any of its properties or other assets in favor of the ~~Lender~~Administrative Agent as additional collateral for the Secured Obligations, other than ~~(A) the DIP Loan Documents , and (B)~~ the DSM ~~Security~~Pledge Agreement ~~and the Lavvan Pledge, each~~, in the form delivered to the ~~Lender~~Administrative Agent under Section 4.1.

(c) ~~(c)~~ The Obligors shall, and shall cause ~~its~~their Subsidiaries to (i) keep~~,~~ the Excluded Intellectual Property free and clear or any legal process or Liens (except for Permitted Liens and the agreements and licenses referenced in the definition of Excluded Intellectual Property and the other rights granted thereunder to the other parties thereto), and (ii) protect and defend such Obligor's or such Subsidiary's title to the Excluded Intellectual Property from and against all Persons claiming any interest adverse to such Obligor or such Subsidiary.

7.6 ~~7.6~~ Investments

. No Obligor shall directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments.

7.7 ~~7.7~~ Distributions

. The Obligors shall not, and shall not allow any Subsidiary to, (a) repurchase or redeem any class of stock or other equity interest other than pursuant to employee, director or consultant repurchase plans or other similar agreements or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition or (b) declare or pay any cash dividend or make a cash distribution on any class of stock or other equity interest, except that a Subsidiary may pay dividends or make distributions to any Obligor ~~[~~(or, in the case of a Foreign Subsidiary that is not an Obligor, to a parent company that is a direct or indirect wholly owned Subsidiary of any Obligor)~~]~~, or (c) lend money to any employees, officers or directors~~,~~ or guarantee the payment of any such loans granted by a third party, or (d) waive, release or forgive any Indebtedness owed by any employees, officers or directors, or (e) other than with the consent of Parent's Board of Directors or with the prior written consent of the Administrative Agent, pay any earn-out or deferred consideration. Notwithstanding the foregoing, for as long as an Obligor (or any Subsidiary) is a member of a group obligated to pay taxes on a consolidated or similar basis, such Obligor (or any Subsidiary) may pay dividends or make distributions in an amount sufficient to allow the parent of such group to pay taxes attributable to such Obligor (or Subsidiary).

7.8 ~~7.8~~ Transfers

. Except for Permitted Transfers, Permitted ~~Investments~~Liens and Permitted ~~Liens~~Investments, the Obligors shall not, and shall not allow any Subsidiary to, voluntarily or involuntarily ~~make any~~ transfer, sell, lease, license, lend, dispose of or in any other manner convey ~~(each, a "Transfer")~~ any equitable, beneficial or legal interest in any of their assets~~.~~ (each, a "Transfer").

7.9 ~~7.9~~ Mergers or Acquisitions

. No Obligor shall ~~merge or consolidate,~~ or permit any of its Subsidiaries to (a) amalgamate, liquidate, wind up, dissolve itself (or suffer any liquidation or dissolution), merge or consolidate, with or into any other business organization (other than amalgamations, mergers or consolidations of (i) ~~a Subsidiary which is not an Obligor~~ into another Subsidiary which is not an Obligor or into an Obligor ~~which is not a Foreign Subsidiary,~~or (ii) an Obligor which is not a Domestic Subsidiary into another Obligor which is not a Domestic Subsidiary), or (iii) any liquidation or dissolution of a Subsidiary which is not an Obligor with the prior written consent of the Administrative Agent, or (b) acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the Capital Stock or property of another Person ~~(except~~other than in connection with a transaction ~~described in~~permitted by Section 7.9(a)~~)~~, in each case without the prior written consent of the ~~Lender.~~Administrative Agent.

7.10 ~~7.10~~ Taxes

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(a) ~~(a)~~ Each Obligor and its Subsidiaries shall pay when due all Taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed or assessed against (i) the Administrative Agent or any Lender and related to, or in connection with, any of the transactions contemplated hereby or by other Loan Documents (other than taxes imposed on or measured by the net income of the Administrative Agent or any Lender), subject to reasonable notification thereof by the Administrative Agent or any Lender, and (ii) such Obligor or the Collateral or upon such Obligor's ownership, possession, use, operation or disposition thereof or upon such Obligor's rents, receipts or earnings arising therefrom. Each Obligor shall file, and shall procure that each of its Subsidiaries shall ~~file~~, on or before the due date therefor all personal property tax returns in respect of the Collateral. Notwithstanding the foregoing, each Obligor may contest, in good faith and by appropriate proceedings, Taxes for which such Obligor maintains adequate reserves therefor in accordance with GAAP.

(b) ~~(b)~~ Any payments by or on account of any obligation of any Obligor under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by such Obligor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 7.10) the applicable recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made. Each Obligor shall timely pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes. Each Obligor shall indemnify the Administrative Agent or such Lender within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 7.10) payable or paid by the Administrative Agent or such Lender or required to be withheld or deducted from a payment to the Administrative Agent or such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Obligors by the Administrative Agent or such Lender shall be conclusive absent manifest error.

7.11 ~~7.11~~ Corporate Changes; Maintenance and Conduct of Business; Capital Structure~~.~~

~~.(a)~~

(a) No Obligor shall change its corporate name, legal form or jurisdiction of formation without at least 20 days' prior written notice to the ~~Lender~~Administrative Agent. No Obligor shall relocate its chief executive office or its principal place of business unless: (i) it has provided prior written notice to the ~~Lender~~Administrative Agent; and (ii) such relocation shall be within the continental United States.

(b) ~~(b)~~ No Obligor shall relocate any item of Collateral (other than (x) sales of Inventory in the ordinary course of business, (y) relocations of Equipment having an aggregate value for all Obligors of up to $150,000 (or its equivalent in other currencies) in any fiscal year, and (z) ~~-~~ relocations of Collateral from a location described on Exhibit ~~C~~B to another location described on Exhibit ~~C~~B) unless (i) it has provided prompt written notice to the ~~Lender, (ii)~~Administrative Agent, (ii) if the Collateral is originally located in the continental United States, (A) such relocation ~~is~~must be within the continental United States, and~~,~~ (~~iii~~B) if such relocation is to a landlord or a third party bailee and the Collateral at such location is valued, individually or in the aggregate, in excess of Two Hundred Fifty Thousand Dollars ($250,000), it has

delivered a landlord waiver or a bailee agreement (as appropriate), each in form and substance reasonably acceptable to the ~~Lender.~~Administrative Agent, and (iii) if the Collateral is not originally located in the continental United States, the Administrative Agent shall be satisfied (acting reasonably) that such Collateral shall continue to be subject to a perfected Lien in form and substance satisfactory to it (including, without limitation, by the relevant Obligor deliver such landlord waivers, security agreements or equivalent documents as the Administrative Agent shall reasonably require in relation to such Collateral).

(c) ~~(c)~~ Each Obligor shall, and shall cause its Subsidiaries to (i) maintain, preserve and protect, in all material respects, all of its material tangible assets and properties used or useful in the conduct of its business, and (ii) keep the same in good repair, working order and condition in all material respects (taking into condition ordinary wear and tear, casualty and condemnation) and (iii) from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto).

(d) ~~(d)~~ Without the prior written consent of the ~~Lender~~Administrative Agent, no Obligor shall, and shall not permit any of its Subsidiaries to, engage in any business other than the businesses currently engaged in by it and any business or business activities reasonably incidental or related thereto, or any business or activity that is reasonably similar, complementary thereto or a reasonable extension thereof.

(e) ~~(e)~~ No Obligor shall make any change in its form of organization or capital structure without providing the ~~Lender~~Administrative Agent at least five Business Days' prior written notice.

(f) ~~(f)~~ Each Obligor will maintain its, and ~~will procure that each~~shall cause all of its Subsidiaries to maintain~~s, its~~their, legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on such Obligor's business or results of operations.

7.12 ~~7.12~~ Deposit Accounts

. No Obligor shall maintain any Deposit Accounts, or accounts holding Investment Property, except with respect to which the ~~Lender~~Administrative Agent has an Account Control Agreement ~~at the Effective Date or in accordance with Section 7.19.~~.

7.13 ~~7.13~~ Subsidiaries

. The Obligors shall notify the ~~Lender~~Administrative Agent of each Subsidiary formed or incorporated subsequent to the ~~Effective~~Closing Date, and, within 30 days of such formation or incorporation, shall cause any such Subsidiary to execute and deliver to the ~~Lender~~Administrative Agent a Joinder Agreement and such other documentation ~~as the Lender~~and opinions as the Administrative Agent may require.

7.14 ~~7.14~~ Notification of Default or Event of Default

. The Obligors shall notify the ~~Lender~~Administrative Agent immediately in writing via email and by telephone pursuant to Section 10.2 after any Obligor acquires knowledge of any breach or Default in the performance of any covenant or Secured Obligation under this Agreement, any Loan Document or any other agreement between any Obligor and the ~~Lender~~Administrative Agent, or the occurrence of any Event of Default.

~~7.15[RESERVED]~~

~~7.16[RESERVED].~~

~~7.17 [RESERVED]~~

~~7.18 [RESERVED]~~

~~7.19 Post-Closing. The Obligors shall deliver to the Lender the documents and other evidence set out in Schedule 7.19 on or before the dates set out in such Schedule, in each case in form and substance satisfactory to the Lender.~~

7.15 [Reserved

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7.16 ~~7.20~~ Books and Records

. Each Obligor shall, and shall cause each of its Subsidiaries to, keep adequate books and records with respect to its material business activities in which proper entries, reflecting all bona fide material financial transactions, are made in accordance with GAAP in all material respects (it being understood and agreed that any Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

7.17 ~~7.21~~ Compliance with Laws and Organizational Documents; Maintenance of Licenses

. Without limiting any other provision of this Agreement, each Obligor shall, and shall cause each of its Subsidiaries to, (a) comply in all respects with all Laws applicable to it except to the extent that the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and comply in all material respects with the terms of all organizational documents applicable to it, (b) obtain and maintain all material licenses, permits, certifications, franchises, consents and governmental authorizations and approvals necessary to own its property and to conduct its business as conducted on the ~~Effective~~Closing Date, except to the extent failure to obtain and maintain, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (c) (i) preserve, renew and keep in full force and effect its organizational existence ~~(d~~and (ii) take all reasonable action to maintain or obtain all Governmental Approvals and all other rights, privileges and franchises necessary or desirable in the normal conduct of its business or necessary for the performance by such Person of its Secured Obligations under any Loan Document, except, in the case of clause (ii) above, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; (~~e~~d) comply with all Governmental Approvals, and any term, condition, rule, filing or fee obligation, or other requirement related thereto, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect and the terms of all organizational documents applicable to it; (~~f~~e) conduct its business in compliance with the economic and trade sanctions administered by OFAC, the U.S. State Department and any other applicable ~~g~~Governmental ~~a~~Authority, the FCPA and all other applicable anti-corruption laws, and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws; and (~~g~~f) not amend or permit any amendments to its organizational documents, if such amendment would impair the rights and remedies available to the ~~Lender~~Administrative Agent under the Loan Documents or the Liens contemplated thereby, or otherwise be materially adverse, take as a whole, to the interests of the Administrative Agent or the Lenders.

7.18 ~~7.22~~ Intellectual Property

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(a) ~~(a)~~ Subject to the following sentence, with respect to each item of its Intellectual Property, each Obligor agrees to take, at its expense, all ~~commercially reasonable~~ steps requested by the ~~Lender~~Administrative Agent, including in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authority, to (i) maintain each ~~validity and enforceability of each~~ issued or registered item of Intellectual Property that exists at or after the ~~Effective Date~~Closing Date in full force and effect and maintain the Intellectual Property in full force and effect, and (ii) pursue the issuance, registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property. No Obligor will, without the written consent of the ~~Lender, allow any lapse, abandonment, cancellation, non-renewal or~~Administrative Agent, discontinu~~ance~~e ~~of~~ use of or ~~maintenance of~~otherwise abandon any ~~i~~Intellectual ~~p~~Property ~~(or rights relating thereto) of any Obligor~~, or abandon any right to file an application for Patent, Trademark registration, or Copyright registration, other than any lapse, abandonment, cancellation, non-renewal or discontinuance of use or maintenance of intellectual property (or rights relating thereto) of any Obligor that (i) such Obligor determines in good faith is no longer desirable in the conduct of its business and (ii) is not materially disadvantageous to the interests of the ~~Lender.~~Administrative Agent or any of the Lenders.

(b) ~~(b)~~ Each Obligor agrees to promptly notify the ~~Lender if it~~Administrative Agent if such Obligor becomes aware (i) that any item of the Intellectual Property, that is the subject of an issued Patent, registered Copyright or Trademark, or an application for any of the foregoing, may have become abandoned, been placed in the public domain, or been deemed invalid or unenforceable, (ii) of any adverse determination or development regarding ~~its~~such Obligor's ownership of any of the Intellectual Property or its right to register the same or to keep and maintain and enforce the same, or (iii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any court, but excluding activities in the ordinary course of prosecution) regarding any item of the Intellectual Property, in each case of clauses (i), (ii) and (iii) above, unless the applicable Obligor shall have determined that such event would not be reasonably likely to materially adversely affect the rights or benefits of the Administrative Agent or any of the Lenders.

(c) ~~(c)~~ In the event that an Obligor becomes aware that any item of the Intellectual Property that is owned by or exclusively licensed to any Obligor is being infringed or misappropriated by a third party, the Obligor that owns or is exclusively licensed such item of Intellectual Property shall take such actions (if any), at its expense, as such Obligor deems reasonable and appropriate under the circumstances to protect or enforce such Intellectual Property, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation.

(d) ~~(d)~~ Each Obligor will use proper statutory notice in connection with its use of each item of its Intellectual Property. No Obligor will~~,~~ do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse or become invalid or unenforceable or be placed in the public domain other than any lapse, invalidity or unenforceability of intellectual property (or rights relating thereto) of any Obligor that (i) such Obligor determines in good faith is no longer desirable in the conduct of its business and (ii) is not materially disadvantageous to the interests of the Administrative Agent or any of the Lenders.

(e) ~~(e)~~ Each Obligor will take all steps which it deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the ~~Effective Date~~date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

~~(f) With respect to its Collateral IP as at the Effective Date, each Obligor agrees to execute or otherwise authenticate an IP Security Agreement for recording the security interest granted~~

~~hereunder to the Lender in such Collateral IP with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authorities necessary to perfect the security interest hereunder in such Intellectual Property. Each Obligor will record such IP Security Agreement with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authorities, as applicable, within 15 days of the Effective Date.~~

(f) ~~(g)~~ Each Obligor agrees that should it obtain an ownership interest in any item of the type that falls within the definition of Collateral IP that is not on the ~~Effective~~Closing Date ~~-~~a part of the Collateral IP ("After-Acquired Intellectual Property") (i) the provisions of this Agreement will automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Collateral IP subject to the terms and conditions of this Agreement and the Security Documents with respect thereto. Within 15 days after the end of each fiscal quarter~~,~~ each Obligor shall (A) give written notice to the ~~Lender~~Administrative Agent identifying the After-Acquired Intellectual Property acquired during such fiscal quarter, and (B) execute and deliver to the ~~Lender~~ Administrative Agent, or otherwise authenticate, an IP Security Agreement substantially in the form of the IP Security Agreement delivered on ~~the Effective~~or about the Closing Date or otherwise in form and substance satisfactory to the ~~Lender~~Administrative Agent covering such After-Acquired Intellectual Property and such IP Security Agreement shall be recorded by each applicable Obligor with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other ~~g~~Governmental ~~authorities~~Authority necessary to perfect the ~~Lender's Lien~~security interest hereunder and under the Security Documents in such After-Acquired Intellectual Property where such recording will be within 15 days after notice from the ~~Lender~~Administrative Agent of its satisfaction with such IP Security Agreement~~-~~.

7.19 ~~7.23~~ Environmental Matters; Hazardous Material

. Each Obligor shall and shall procure that each of its Subsidiaries shall (a) comply with all applicable Environmental Laws, and obtain and comply with and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except for any such non-compliance or failure to obtain that could not reasonably be expected to result in a Material Adverse Effect, (b) conduct its operations and keep and maintain all Real Estate in compliance with all Environmental Laws, other than noncompliance which could not reasonably be expected to have a Material Adverse Effect; (c) promptly take any and all actions necessary to cure any violation of applicable Environmental Laws by such Obligor or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and (d) notify the ~~Lender~~Administrative Agent promptly after such Obligor becomes aware of any violation of Environmental Laws which is reasonably likely to have a Material Adverse Effect.

7.20 ~~7.24~~ Lender Calls

. ~~At the reasonable request of the Lender~~As requested by the Administrative Agent or any Lender, at dates and times (during the applicable requested week) reasonably agreed by the Parent and the Administrative Agent, the ~~Obligors~~Parent shall ~~participate in monthly conference calls with the Lender, such calls to be held at such time as may be agreed to by the Obligors and the Lender.~~make its senior management, financial advisor, investment bank, if any, and counsel available via teleconference to discuss the financial position, Cash flows, variances and operations of the Parent and its Subsidiaries.

7.21 ~~7.25~~ Other Reports

. The Obligors shall deliver or cause to be delivered to the ~~Lender~~Administrative Agent, the following:

(a) ~~(a) [other than any Litigation by Lavvan or any of its Affiliates, successors or assigns under the Lavvan Documents,]~~ promptly after any officer of any Obligor obtains knowledge of the commencement

of any of the following, written notice in reasonable detail of any Litigation commenced or threatened in writing against such Obligor or any Subsidiary of such Obligor that (i) would reasonably be expected to result in damages in excess of $500,000 (or its equivalent in other currencies), (ii) seeks material injunctive relief, where such relief could reasonably be expected to have a Material Adverse Effect, or (iii) alleges criminal misconduct of an Obligor or any of its Subsidiaries, which alleged misconduct could reasonably be expected to have a Material Adverse Effect;

(b) ~~(b)~~ promptly after any officer of any Obligor obtains knowledge of the receipt by any Obligor of any written notice of violation of or potential liability or similar written notice under any applicable Law or other development, occurrence or violation that would reasonably be expected either to result in liabilities in excess of $500,000 (or its equivalent in other currencies) or have a Material Adverse Effect; ~~and~~

(c) ~~(c) [reserved]~~at the time of delivery of each of the Financial Statements required by Section 7.1(a), a list of any applications for the registration of any Patent, Trademark or Copyright within the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency which an Obligor has filed in the prior fiscal quarter; and

(d) ~~(d)~~ such reports, notices or other documentation required to be provided pursuant to Section ~~7.23~~7.19(c) and copies of all environmental reports, reviews and audits in ~~a~~an Obligor's possession pertaining to actual or potential Environmental Liabilities that would reasonably be expected to have a Material Adverse Effect on any Obligor or its Subsidiaries.

7.22 ~~7.26~~ No Speculative Transactions

. ~~Each~~ No Obligor shall ~~not~~, and shall not permit any of its Subsidiaries to, engage in any transaction involving commodity options, futures contracts or similar transactions, other than foreign currency exchange hedging transactions in the ordinary course of business consistent with past practice.

7.23 **~~SECTION 8.~~**Post Closing

~~.~~ . The Obligors shall deliver to the Administrative Agent the documents and other evidence set out in Schedule 7.23 on or before the dates set out in such Schedule, in each case in form and substance satisfactory to the Administrative Agent.

SECTION 8 EVENTS OF DEFAULT

Any one or more of the following events shall be an "Event of Default":

8.1 ~~8.1~~ Payments

. Any Obligor fails to (a) pay any ~~amount of~~ principal or interest on any Advance on its due date, or (b) pay any other amount due under ~~this Agreement or any of the other~~any Loan Document~~s on or prior to the third~~within three Business Days after its due date whether scheduled, upon acceleration or otherwise; or

8.2 ~~8.2~~ Covenants

. Any Obligor breaches or defaults in the performance of any ~~covenant or Secured Obligation under this Agreement, or any of the other~~provision of any Loan Document~~s~~ (other than Section 8.1) or any other agreement between any Obligor and the ~~Lender,~~Secured Parties and such default continues for more than five Business Days; or

8.3 ~~8.3~~ Representations

. Any representation or warranty made by any Obligor in any Loan Document shall have been untrue or incorrect in any material respect when made or deemed made; or

8.4 ~~8.4~~ Insolvency

. Other than ~~in relation to~~ the pending Cases (i) ~~-~~any Group Member shall commence any case, proceeding or other action (A) ~~-~~ under any Bankruptcy Law, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator, judicial manager or other similar official for it or for all or any substantial part of its assets, or any Group Member shall make a general assignment for the benefit of its creditors; or (ii) ~~-~~ there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause ~~-~~ (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) ~~-~~ remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) ~~-~~ any Group Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (i), (ii) ~~,~~ or (iii) above; or (v) any analogous procedure or step to any of the acts set forth in clauses (i), (ii) or (iii) above is taken in any jurisdiction, or (vi) any Group Member shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, subject to applicable grace periods, if any; or

8.5 ~~8.5~~ Attachments; Judgments

. If (i) any portion of any Group Member's assets are attached or seized, or a levy is filed against any such assets, or a judgment or judgments is/are entered for the payment of money, individually or in the aggregate, of at least $250,000 (or its equivalent in other currencies) ~~-~~, or any Group Member is enjoined or in any way prevented by court order from conducting any part of its business; or (ii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged or stayed or bonded pending appeal within 60 days from the entry thereof; or (iii) any court order enjoins, restrains or prevents a Group Member from conducting all or any material part of its business; or

8.6 ~~8.6~~ Other Obligations

. The occurrence of any default or breach under any agreement or obligation of any Group Member involving any Indebtedness in excess of $500,000 (or its equivalent in other currencies) other than under the Loan Documents, or receipt of written notice of the occurrence of any default or breach under any other agreement or obligation of any Group Member with annual payments or receipts in excess of $500,000 (or its equivalent in other currencies), which, in the case of such default or breach, is not cured within any applicable grace or cure period; or

8.7 ~~8.7~~ Loan Documents

. If (a) ~~If~~ (i) the guaranty set forth in Section 11 ceases to be in full force and effect for any reason whatsoever, including, without limitation, a determination by any Governmental Authority that this

Agreement is invalid, void or unenforceable~~,~~ or (ii) any Obligor or any Person acting on behalf of such Obligor shall contest in any manner the validity, binding nature or enforceability of ~~this Agreement,~~any Loan Document or (iii) the obligations of any Obligor under any Loan Document are not or cease to be (or any ~~Person~~Obligor or any Person on behalf of any Obligor shall assert that they are not) legal, valid, binding and enforceable in accordance with the terms of such Loan Document, or (b) ~~if~~ any Security Document shall cease to be (or any Obligor or any Person on behalf of any Obligor shall assert that they are not) in full force and effect or any ~~Person shall so assert or any~~ security interest purported to be created by any Loan Document shall cease to be, or shall be asserted in writing by any Obligor or any Person on behalf of any Obligor not to be, a valid, perfected, security interest in any material portion of the Collateral covered thereby; or

8.8 ~~8.8~~ Change in Control

. The occurrence of any Change in Control without the prior written approval of the ~~Lender~~Administrative Agent; or

8.9 ~~8.9~~ Invalidity

. Any material provision of any Loan Document shall for any reason cease to be valid, binding and enforceable in accordance with its terms (or any Obligor or Subsidiary of an Obligor shall challenge in writing the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms), or any security interest created under any Loan Document shall cease to be a valid and perfected ~~first priority~~ (subject only to Permitted ~~Encumbrances~~Liens) security interest or Lien (except as otherwise permitted herein or therein) in any material portion of the Collateral purported to be covered thereby, except to the extent that any such loss of perfection or priority results from any action or inaction of the Administrative Agent or any Lender; or

8.10 ~~8.10~~ Subordination Provisions

. If (a) any provision of any subordination or intercreditor agreement, document or instrument governing any ~~Subordinated Indebtedness or any~~ Indebtedness that is secured by Liens that have been contractually subordinated to the Liens securing the Secured Obligations (together, "Subordination Arrangements") shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect (other than in accordance with the express terms thereof), or (b) any Person shall contest in any manner the validity or enforceability ~~thereof or such~~of such Subordination Arrangements or any Person shall deny that it has any further liability or obligation thereunder, or (c) any party to any Subordination Arrangements (other than the Administrative Agent or any Lender) shall fail to comply with the provisions of, does not perform its obligations under, any such Subordination Arrangements~~.~~; or

8.11 ~~**SECTION 9.**~~Security Documents

~~.~~ Subject to any limitations expressly set forth herein and the exceptions set forth in the applicable Security Documents:

(a) any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof in accordance with the terms thereof or hereof) to be in full force and effect or shall be asserted in writing by any Obligor not to be a legal, valid and binding obligation of any party thereto;

(b) any security interest purported to be created by any Security Document with respect to any of the Collateral shall cease to be, or shall be asserted in writing by any Obligor not to be, a valid and perfected

security interest (having the priority required by this Agreement or the relevant Security Document) in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from limitations of foreign laws, rules and regulations as they apply to pledges of Capital Stock in Foreign Subsidiaries or the application thereof; or

(c) the Guaranteed Obligations pursuant cease to be in full force and effect (other than in accordance with the terms hereof or thereof), or such Guaranteed Obligations shall be asserted in writing by any Obligor not to be in effect or not to be legal, valid and binding obligations.

SECTION 9 REMEDIES

9.1 ~~9.1~~ General

.

(a) Upon the occurrence and during the continuance of any ~~one or more~~ Event~~s~~ of Default~~, (i)~~ the ~~Lender~~Administrative Agent may (or, at ~~its option, accelerate and demand payment of~~the direction of the Required Lenders, shall), deliver a written notice to the Parent that the Commitment of each Lender is terminated; declare all or any ~~part~~portion of the ~~Secured Obligations and declare them~~unpaid principal amount of all outstanding Advances, all interest accrued and unpaid thereon, all fees and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable ~~(provided, that~~ ; terminate the Loan Documents as to any future liabilities or obligations of the Secured Parties each without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Obligor.

(b) U~~u~~pon the occurrence and during the continuance of any Event of Default ~~of the type described in Section 8.4, all of~~the Administrative Agent may, at the direction of the Required Lenders, (i) freeze monies or balances in the Obligors' Deposit Accounts and securities accounts and sweep all funds contained in such accounts for application in accordance with Section 9.2; (ii) immediately set-off any and all amounts in accounts maintained by the Obligors with Administrative Agent or the Lenders against the Secured Obligations ~~shall automatically be accelerated and made due and payable, in each case without any further notice or act), (ii) the Lender may, at its option, sign and file in any Obligor's name any and all collateral assignments, notices, control agreements, security agreements and other documents it deems necessary or appropriate to perfect or protect the repayment of the~~, or otherwise enforce any and all rights against the Collateral in the possession of Administrative Agent or any of the Lenders, including, without limitation, disposition of the Collateral solely for application towards the Secured Obligations~~, and in furtherance thereof, each Obligor hereby grants the Lender an irrevocable power of attorney coupled with an interest, and (iii) the Lender may notify any~~; (iii) sell all or substantially all of the Obligors' ~~account debtors to make payment directly to the Lender, compromise the amount of any such account on such Obligor's behalf and endorse the Lender's name without recourse on any such payment for deposit directly to the Lender's account.~~assets; (iv) immediately commence the sale of all or substantially all of the Collateral and the Obligors and their advisors will cooperate therewith, including by delivering a budget that contemplates the liquidation of all of the Obligors' assets in form and substance acceptable to the Required Lenders; and (v) take any other actions or ~~The Lender may~~ exercise ~~all~~any other rights ~~and~~or remedies ~~with respect to the Collateral~~permitted under the Loan Documents ~~or otherwise available to it under the UCC and other applicable law, including the right to release, hold, sell, lease, liquidate, collect, realize upon, or otherwise dispose of all or any part of the Collateral and the right to occupy, utilize, process and commingle the~~

~~Collateral.~~, applicable non-Bankruptcy Law, or otherwise. ~~All of the Lender's rights and remedies shall be cumulative and not exclusive.~~

9.2 ~~9.2~~ Collection; Foreclosure

. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall at the request of the Required Lenders ~~may~~ at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as the ~~Lender~~Administrative Agent may elect. Any such sale may be made either at public or private sale at its place of business or elsewhere. The Obligors agree that any such public or private sale may occur upon ten calendar days' prior written notice to the Obligors. The ~~Lender~~Administrative Agent may require the Obligors to assemble the Collateral and make it available to the ~~Lender~~Administrative Agent at a place designated by the ~~Lender~~Administrative Agent that is reasonably convenient to the ~~Lender~~Administrative Agent and the Obligors. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by the ~~Lender~~Administrative Agent in the following order of priorities:

(a) ~~(a)~~ First, to the ~~Lender~~Administrative Agent in an amount sufficient to pay in full costs and professionals' and advisors' fees and expenses as described in Section 10.1~~1~~2;

(b) ~~(b)~~ Second, ~~to the Lender in an amount equal the then unpaid amount of the~~ ratably, to pay any costs and expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents, until paid in full;

(c) Third, ratably to each DIP Lender to pay the outstanding principal balance of the DIP Loan (on a pro rata basis) until the DIP Loan is paid in full;

(d) Fourth, ratably to each Exit Lender to pay the outstanding principal balance of the Exit Loan (on a pro rata basis) until the Exit Loan is paid in full;

(e) Fifth, to pay any other Secured Obligations ~~(including principal, interest, and any Default interest payable pursuant to Section 2.3), in such order and priority as the Lender may choose in its sole discretion~~; and

~~(c)~~ Finally, after the full, final, and indefeasible payment in Cash of all of the Secured Obligations, to any creditor holding a junior Lien on the Collateral, or to such Obligor or its representatives or as a court of competent jurisdiction may direct.

(f) The ~~Lender~~Administrative Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

9.3 ~~9.3 No Waiver.~~Marshalling

. ~~The Lender shall be under no obligation to marshal any of~~ In no event shall the Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral ~~for the benefit of any Obligor or any other Person, and the Obligors expressly waive all rights, if any, to seek to require the Lender to marshal any Collateral.~~Secured Obligations.

9.4 ~~9.4~~ Cumulative Remedies

. The rights, powers and remedies of the ~~Lender~~Administrative Agent hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of the ~~Lender~~Administrative Agent.

SECTION 10 ~~SECTION 10.~~ MISCELLANEOUS

10.1 ~~10.1~~ Severability

. Whenever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of ~~the~~any Loan Document~~s~~ shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of ~~the~~such Loan Document~~s~~.

10.2 ~~10.2~~ Notice

. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing~~,~~ and may be personally served or sent by electronic mail or United States mail or courier service and shall be deemed to have been given (a) ~~-~~ upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) ~~-~~ one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (c) ~~-~~ when delivered, if hand ~~-~~ delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address or email address indicated below, in each case addressed to the party to be notified as follows (or to such other address as a party to this Agreement may notify the other parties in writing from time to time):

~~(a) If to the Lender:~~

(a) ~~FORIS VENTURES, LLC~~If to the Administrative Agent:

EUAGORE, LLC
1180 San Carlos Avenue, #717
San Carlos, CA 94070
Attention: Barbara Hager
E-mail: amyris@forisventures.com

~~751 Laurel Street #717~~
~~San Carlos, CA 94070~~
~~Email: [_____]~~

~~W~~with a copy (which shall not constitute notice) to:

GOODWIN PROCTER LLP

~~Attention: Jon Novotny~~

Three Embarcadero Center

28th Floor

~~4824-3758-6580~~
San Francisco, CA 94111
Attention:

Jon Novotny, Esq.
Phone: (415) 733-6181
Email: jnovotny@goodwinlaw.com

(b) If to the Obligors:

AMYRIS, INC.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Phone: (510) 450-0761
Email: generalcounsel@amyris.com

with a copy (which shall not constitute notice) to each of:

~~(b) If to the Obligors:~~

~~AMYRIS, INC.~~
~~Attention: General Counsel~~
~~5885 Hollis Street, Suite 100~~
~~Emeryville, CA 94608~~
~~Attn: General Counsel~~
~~Phone: (510) 450-0761~~
~~Email: generalcounsel@amyris.com~~

~~with a copy (which shall not constitute notice) to each of:~~

~~Pachulski Stang Ziehl & Jones LLP~~
~~One Sansome Street, Suite 3430~~
~~San Francisco, CA 94104~~
~~Attn: Debra I. Grassgreen~~
~~Email: dgrassgreen@pszjlaw.com~~

~~and:~~
~~Fenwick & West~~FENWICK & WEST LLP

Silicon Valley Center

801 California Street

Mountain View, CA 94041
Attention

~~Attn~~: David Michaels

Phone: (650-) 988-8500

Email: dmichaels@fenwick.com

and to:

PACHULSKI STANG ZIEHL & JONES LLP
One Sansome Street, Suite 3430
San Francisco, CA 94104
Attention: Debra Grassgreen
Phone: (415) 217-5102
Email: dgrassgreen@pszjlaw.com

or to such other address as each party may designate for itself by like notice.

10.3 ~~10.3~~ Entire Agreement; Amendments

.

(a) ~~(a)~~ This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof.

(b) No Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.3(b). ~~(b) No~~ The Required Lenders and each Obligor party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Obligor party to the relevant Loan Document may, from time to time, (i) enter into written amendments, ~~or waiver of, or~~ supplements or ~~other~~ modifications to~~,~~ any Loan Document ~~(other than any landlord, bailee or mortgagee agreement) or any provision thereof, shall be effective unless the same shall be in writing and signed by~~to add any provision to any Loan Documents or change in any manner the rights of the Lenders or of the Obligors thereunder, or (ii) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of any Loan Document or any Default or Event of Default and its consequences *provided* that no such waiver and no such amendment, supplement or modification shall (A) forgive the principal amount or extend the final scheduled date of maturity of any Loan, reduce the stated rate of any interest (other than a waiver of default interest) or fee payable hereunder or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby, (B) eliminate or reduce the voting rights of any Lender under this Section 10.3(b) without the written consent

of such Lender, (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by any Obligor of any of its rights and obligations under the Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under Section 11, in each case without the written consent of all Lenders, (D) (i) amend, modify or waive the pro rata requirements of Section 2.4 in a manner that adversely affects DIP Lenders without the written consent of each DIP Lender, or (ii) amend, modify or waive the *pro rata* requirements of Sections 2.1(b) or 2.4 in a manner that adversely affects Exit Lenders without the written consent of each Exit Lender, (E) reduce the percentage specified in the definition of (i) Majority DIP Lenders without the written consent of all DIP Lenders, or (i) Majority Exit Lenders without the written consent of all Exit Lenders, (F) amend, modify or waive any provision of Section 12 without the written consent of the Administrative Agent, (G) amend, modify or waive any provision of Section 3.7 without the written consent of the Majority DIP Lender, or (H) (i) amend or modify the application of prepayments set forth in Section 2.5(b) or the application of payments set forth in Section 9.2 in a manner that adversely affects DIP Lenders without the written consent of the Majority DIP Lenders, or (ii) amend or modify the application of prepayments set forth in Section 2.5(b) or the application of payments set forth in Section 9.2 in a manner that adversely affects Exit Lenders without the written consent of the Majority Exit Lenders. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Obligors, the Lenders and the ~~Lender, and then~~Administrative Agent. In the case of any waiver, the Obligors, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured during the period such waiver ~~shall be~~is effective; ~~only in the specific instance and for the specific purpose for which given.~~but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(c) The Administrative Agent may, with the consent of the Parent only, amend, modify or supplement any Loan Document to cure any omission, mistake or defect.

10.4 ~~10.4~~ No Strict Construction

. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.5 ~~10.5~~ No Waiver

. The powers conferred upon the ~~Lender~~Administrative Agent by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon the ~~Lender~~Administrative Agent to exercise any such powers. No omission or delay by the ~~Lender~~Administrative Agent at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Obligors at any time designated, shall be a waiver of any such right or remedy to which the ~~Lender~~Administrative Agent is entitled, nor shall it in any way affect the right of the ~~Lender~~Administrative Agent to enforce such provisions thereafter.

10.6 ~~10.6~~ Survival

. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of the ~~Lender~~Administrative Agent and shall survive the execution and delivery of this Agreement and the expiration or other termination of ~~this Agreement.~~the Loan Documents.

10.7 ~~10.7~~ Successors and Assigns

. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on the Obligors and their permitted assigns (if any). The Obligors shall not assign any obligations under this Agreement or any of the other Loan Documents without the ~~Lender~~Administrative Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. ~~The~~ Each Lender may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without the consent of, or prior notice to, the Obligors (except that ~~the~~such Lender shall notify the Obligors of an assignment for the limited purpose of recording such assignment in the Register in accordance with Section 10.13), and all of such rights shall inure to the benefit of such Lender's successors and permitted assigns.

10.8 ~~10.8~~ Governing Law

. ~~This Agreement and the other Loan Documents have been negotiated and delivered to the Lender in the State of California, and shall have been accepted by the Lender in the State of California. Payment to the Lender by the Obligors of the Secured Obligations is due in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.~~ EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

10.9 ~~10.9~~ Consent to Jurisdiction and Venue~~.~~

~~All judicial proceedings (to the extent that the reference requirement of Section 10.10 is not applicable) arising in or under or related to this Agreement or any of the other Loan Documents shall be brought in the courts of the State of California.~~.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; *PROVIDED*, THAT ANY PROCEEDING SHALL BE BROUGHT FIRST TO THE BANKRUPTCY COURT, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OBLIGOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH OBLIGOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.8, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE OBLIGORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR

TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OBLIGOR IN ANY OTHER JURISDICTION. EACH OBLIGOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY OBLIGOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH OBLIGOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) ~~By execution and delivery of this Agreement, each party hereto generally~~Each Obligor irrevocably and unconditionally~~: (a) consents to nonexclusive personal jurisdiction in Santa Clara County, State of California; (b) waives any objection as to jurisdiction or venue in Santa Clara County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with~~ agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Secured Party of the foregoing in any way relating to this Agreement or ~~the~~any other Loan Document~~s.~~ or the transactions relating hereto or thereto. ~~Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in Section 10.2, and shall be deemed effective and received as set forth in Section 10.2. Nothing herein shall affect the right to serve process~~ in any forum other ~~manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.~~than the Bankruptcy Court.

10.10 ~~10.10~~ Mutual Waiver of Jury Trial / Judicial Reference~~.~~

~~(a) Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert Person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws.~~. ~~EACH OF THE OBLIGORS AND THE LENDER SPECIFICALLY~~ EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT ~~IT MAY HAVE~~ TO A TRIAL BY JURY ~~OF~~IN ANY ~~CAUSE OF~~ ACTION, ~~CLAIM, CROSS-CLAIM,~~PROCEEDING OR COUNTERCLAIM~~, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY ANY OBLIGOR AGAINST THE LENDER OR ITS ASSIGNEES OR BY THE LENDER OR ITS ASSIGNEES AGAINST ANY OBLIGOR.~~ CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ~~This waiver extends to all such Claims, including Claims that involve Persons other than the Obligors and the Lender; Claims that arise out of or are in any way connected to the relationship between any Obligor and the Lender; and any Claims for damages, breach of contract, tort, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement, or any other Loan Document.~~ EACH OBLIGOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE LENDER OR THE ADMINISTRATIVE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER OR THE ADMINISTRATIVE AGENT WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR

COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH OBLIGOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER AND THE ADMINISTRATIVE AGENT ENTERING INTO THIS AGREEMENT.

~~(b) If the waiver of jury trial set forth in Section 10.10(a) is ineffective or unenforceable, the parties agree that all Claims shall be resolved by reference to a private judge sitting without a jury, pursuant to Code of Civil Procedure Section 638, before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of the Santa Clara County, California. Such proceeding shall be conducted in Santa Clara County, California, with California rules of evidence and discovery applicable to such proceeding.~~

~~(c) In the event Claims are to be resolved by judicial reference, either party may seek from a court identified in Section 10.9, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference.~~

10.11 ~~10.11~~ Professional Fees

. The Obligors promise to pay the Administrative Agent's and each Lender's fees and expenses necessary to finalize ~~the~~any loan document~~ation~~s, including but not limited to reasonable attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses, all as set forth on a summary invoice provided to the Obligors. In addition, the Obligors promise to pay any and all reasonable attorneys' and other professionals' fees and expenses incurred by the Administrative Agent or such Lender after the ~~Effective~~Closing Date in connection with or related to: (a) ~~the Loan~~any Advance; (b) the administration, syndication, distribution, collection, or enforcement of the Loan; (c) ~~the~~any amendments, ~~or~~ modifications or waivers of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated); (d) any waiver, consent, release, or termination under the Loan Documents; (e) the enforcement, collection or protection of the Administrative Agent or any Lender's rights in connection with this Agreement and the Loan Documents, including the protection, preservation, audit, field exam, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to the Obligors or the Collateral, and any appeal or review thereof; or (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to the Obligors, the Collateral~~,~~ or the Loan Documents, including representing the Administrative Agent or the Lenders in any adversary proceeding or contested matter commenced or continued by or on behalf of any Obligor's estate, and any appeal or review thereof.

10.12 ~~10.12~~ Confidentiality

. The Administrative Agent and the Lenders acknowledge~~s~~ that certain items of Collateral and information provided to the Administrative Agent or such Lenders by the Obligors are confidential and proprietary information of the Obligors, if and to the extent such information either (x) is marked as confidential by ~~a~~an Obligor at the time of disclosure, or (y) should reasonably be understood to be confidential (the "Confidential Information"). Accordingly, the Administrative Agent and each Lender agree~~s~~ that any Confidential Information ~~it~~they may obtain pursuant to Section 7.1, in the course of acquiring, administering, or perfecting the Lender's security interest in the Collateral or otherwise shall not be disclosed to any other Person or entity in any manner whatsoever, in whole or in part, without the ~~prior~~ written consent of the Obligors, except that the Administrative Agent or any such Lender may disclose any such information: (a) to ~~its~~their respective directors, officers, employees, accountants, counsel and other professional advisors and to its Affiliates if the Administrative Agent or such Lender in its sole discretion determines that any such party should have access to such information in connection with such party's

responsibilities in connection with the ~~Loan~~Advances or this Agreement and, provided, that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public (other than as a result of the Administrative Agent's or such Lender's breach of its obligations under this Section~~.~~ 10.12); (c) if required or appropriate in any report, statement or testimony submitted to any Governmental Authority having or claiming to have jurisdiction over the Administrative Agent or such Lender; (d) if required or appropriate in response to any summons or subpoena or in connection with any litigation, to the extent permitted or deemed advisable by the Administrative Agent's or such Lender's counsel; (e) to comply with any legal requirement or law applicable to the Administrative Agent or such Lender; (f) to the extent reasonably necessary in connection with the exercise of any right or remedy under any Loan Document, including the ~~Lender~~Administrative Agent's sale, lease, or other disposition of Collateral after ~~a~~ Default; (g) to any participant or assignee of ~~the~~any Lender or any prospective participant or assignee; provided, that such participant or assignee or prospective participant or assignee agrees in writing to be bound by this Section prior to disclosure; or (h) otherwise with the prior consent of the Obligors; provided, that any disclosure made in violation of this Agreement shall not affect the ~~o~~Secured Obligations of each Obligor or any of its Affiliates or any guarantor under this Agreement or the other Loan Documents.

10.13 ~~10.13~~ Assignment of Rights

. The Obligors acknowledge and understand that ~~the~~any Lender may sell and assign all or part of its interest hereunder and under the Loan Documents to any Person or entity (an "Assignee"), subject to the restrictions set forth in Section 10.7. After such a permitted assignment the term "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of the Lender hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, the ~~Lender~~Administrative Agent shall retain all rights, powers and remedies hereby given. No such assignment by ~~the~~any such Lender shall relieve any Obligor of any of its obligations hereunder. The Administrative Agent and the Lenders agree~~s~~ that in the event of any transfer by it of the Note(s) (if any), it will endorse thereon a notation as to the portion of the principal of the Note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon. The Obligors shall maintain a register (the "Register") for the recordation of the name and address of ~~the~~each Lender and the principal amount of and stated interest on the amount owing to the Lender pursuant to the terms hereof from time to time. The entries in the Register shall be conclusive absent manifest error, and the Obligors and ~~the~~each Lender shall treat each person or entity whose name is recorded in the Register as ~~the~~such Lender for all purposes of this Agreement. In the event that the Lenders sells a participation interest in any ~~Loan~~Advances, the Lenders shall maintain a similar register. The parties shall take any other action necessary from time to time to establish that ~~this Loan~~the Advances (and any Note(s) evidence the ~~Loan~~Advances) and the amounts otherwise owing hereunder are in registered form under section 5f.103-1(c) of the Treasury Regulations.

10.14 ~~10.14~~ Revival of Secured Obligations

. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against any Obligor for liquidation or reorganization, if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of any Obligor's assets, or if any payment or transfer of Collateral is recovered from the Administrative Agent or any Lender. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to the ~~Lender~~Administrative Agent, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or

must otherwise be restored or returned by, or is recovered from, the Administrative Agent, the Lenders or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and indefeasible payment to the Lenders in Cash.

10.15 ~~10.15~~ Counterparts

. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

10.16 ~~10.16~~ No Third-Party Beneficiaries

. No provisions of the Loan Documents are intended, nor will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the Administrative Agent, the Lenders and the Obligors unless specifically provided otherwise herein, and, except as otherwise so provided, all provisions of the Loan Documents will be personal and solely ~~between~~among the Administrative Agent, the Lenders and the Obligors.

~~10.17 Joinder. With effect from the Effective Date:~~

~~(A) EACH OF [ ] AND [ ] (THE "NEW BORROWERS") AGREES (I) TO BE BOUND AS A BORROWER UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS EACH OF THE BORROWERS PARTY TO THE ORIGINAL LOAN AGREEMENT BEFORE THE EFFECTIVE DATE (THE "ORIGINAL BORROWERS") AND (II) THAT IT SHALL COMPLY WITH AND BE SUBJECT TO ALL THE TERMS, CONDITIONS, COVENANTS, AGREEMENTS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT. EACH OF THE ORIGINAL BORROWER AGREES, AS OF THE EFFECTIVE DATE THAT EACH REFERENCE IN THIS AGREEMENT TO A "BORROWER" SHALL ALSO MEAN AND BE A REFERENCE TO EACH OF THE ORIGINAL BORROWERS AND THE NEW BORROWERS; AND~~

~~(B) EACH OF [ ] AND [ ] (THE "NEW GUARANTORS") AGREES (I) TO BE BOUND AS A GUARANTOR UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS EACH OF THE GUARANTORS PARTY TO THE ORIGINAL LOAN AGREEMENT BEFORE THE EFFECTIVE DATE (THE "ORIGINAL GUARANTORS") AND (II) THAT IT SHALL COMPLY WITH AND BE SUBJECT TO ALL THE TERMS, CONDITIONS, COVENANTS, AGREEMENTS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT. EACH OF THE ORIGINAL GUARANTORS AGREES, AS OF THE EFFECTIVE DATE THAT EACH REFERENCE IN THIS AGREEMENT TO A "GUARANTOR" SHALL ALSO MEAN AND BE A REFERENCE TO EACH OF THE ORIGINAL GUARANTORS AND THE NEW GUARANTORS.~~

10.17 ~~10.18~~ Publicity

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(a) ~~(a)~~ So long as the Administrative Agent and the Lenders provides the Obligors prior written notice and a reasonable opportunity to review, the Obligors consent to the publication and use by the Administrative Agent, the Lenders and any of its member businesses and Affiliates of (i) the Obligors' names (including a brief description of the relationship between the Obligors and the Lenders) and logo and a hyperlink to the Obligors' web sites, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Lender Publicity Materials"); (ii) the names of officers of the Obligors in the Lender Publicity Materials; and (iii) the Obligors' names, trademarks or servicemarks in any news release concerning the Lenders.

(b) ~~(b)~~ No Obligor nor any of its member businesses and Affiliates shall, without the Administrative Agent's or Lender~~'~~s' consent (which shall not be unreasonably withheld or delayed), publicize or use (i) the Administrative Agent's or Lender~~'~~s' name (including a brief description of the relationship ~~between~~among such Obligor, the Administrative Agent and the Lenders), logo or hyperlink to the Lender~~'~~s' web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Obligor Publicity Materials"); (ii) the names of officers of the ~~Lender~~Administrative Agent and the Lenders in the Obligor Publicity Materials; and (iii) the Lender~~'~~s' name, trademarks, servicemarks in any news release concerning such Obligor, *provided*, *however*, that this provision shall not restrict such Obligor from disclosing or using any such information as required by applicable law or regulation.

10.18 ~~10.19.~~ Overpayments

. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the principal of or interest on any Advance made by it or other obligations hereunder, as applicable (other than pursuant to a provision hereof providing for non-pro rata treatment), in excess of its DIP Percentage or Exit Percentage, as applicable, of such payment on account of the Advances or participations obtained by all of the Lenders, such Lender shall forthwith advise the Administrative Agent of the receipt of such payment, and within five (5) Business Days of such receipt purchase (for cash at face value) from the other DIP Lenders or Exit Lenders, as applicable (through the Administrative Agent), without recourse, such participations in the DIP Advances or Exit Advances made by them, as applicable, or make such other adjustments as shall be equitable, as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of the other Lenders in accordance with their respective DIP Percentages or Exit Percentages, as applicable; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered by or on behalf of a Borrower from such purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 10.18 may exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. No documents other than notices and the like referred to in this Section 10.18 shall be required to implement the terms of this Section 10.18. The Administrative Agent shall keep records (which shall be conclusive and binding in the absence of demonstrable error) of participations purchased pursuant to this Section 10.18 and shall in each case notify the DIP Lenders or the Exit Lenders, as applicable, following any such purchase. The provisions of this Section 10.18 shall not be construed to apply to any payment (i) made by or on behalf of a Borrower pursuant to and in accordance with the express terms of this Agreement, or (ii) obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than an assignment to a Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply). Each Obligor consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender

acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

10.19 Electronic Signatures

. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

10.20 ~~10.20.~~ Protective Payments

. If an Obligor fails to timely obtain the insurance called for by this Agreement or fails to pay any premium thereon or fails to timely pay any other amount which an Obligor is obligated to pay under any Loan Document or which may be required to preserve the Collateral, the ~~Lender~~Administrative Agent may obtain such insurance or make such payment, and all amounts so paid by the ~~Lender~~Administrative Agent are expenses of the ~~Lender~~Administrative Agent and immediately due and payable, bearing interest at the then highest rate applicable to the Secured Obligations, and secured by the Collateral. The ~~Lender~~Administrative Agent will make reasonable efforts to provide the Obligors with notice of the ~~Lender~~Administrative Agent obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by the ~~Lender~~Administrative Agent are deemed an agreement to make similar payments in the future or the ~~Lender~~Administrative Agent's waiver of any Event of Default.

10.21 ~~10.21.~~ Set off

. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent and the Lenders ~~is~~are hereby authorized at any time and from time to time, without prior notice to any Obligor, any such notice being expressly waived by the Obligors, to the fullest extent permitted by applicable law, to set off and apply any and all deposits, in any currency, at any time held or owing, and any other credits, indebtedness, claims or obligations, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent and the Lenders to or for the credit or the account of any Obligor against any and all of the Secured Obligations of the Obligors now or hereafter existing under the Loan Documents to the Administrative Agent and the Lenders that are then due and payable, irrespective of whether or not the Administrative Agent and the Lenders shall have made any demand under any Loan Document and although such obligations of the Obligors may be contingent or unmatured. The rights of the Administrative Agent and the Lenders under this Section 10.21 are in addition to other rights and remedies (including other rights of set-off) which the Administrative Agent and the Lenders may have.

10.22 ~~10.22.~~ [Reserved.]

10.23 Additional Waivers

.

(a) ~~(a)~~ The Secured Obligations are the joint and several obligation of each Obligor. To the fullest extent permitted by applicable law, the Secured Obligations of each Obligor shall not be affected by (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce or exercise any right or remedy against any other Obligor under the provisions of any Loan Document or otherwise,

(ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Administrative Agent or any Lender.

(b) ~~(b)~~ The Secured Obligations of each Obligor shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Secured Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Secured Obligations or otherwise. Without limiting the generality of the foregoing, the Secured Obligations of each Obligor hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent and the Lenders to assert any claim or demand or to enforce any remedy under any Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Secured Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Obligor or that would otherwise operate as a discharge of any Obligor as a matter of law or equity.

(c) ~~(c)~~ To the fullest extent permitted by applicable law, each Obligor waives any defense based on or arising out of any defense of any other Obligor or the unenforceability of the Secured Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Obligor. The ~~Lender~~Administrative Agent, at its election, foreclose on any security held by one or more of them by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Secured Obligations, make any other accommodation with any other Obligor, or exercise any other right or remedy available to them against any other Obligor, without affecting or impairing in any way the liability of any Obligor hereunder. Each Obligor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Obligor against any other Obligor, as the case may be, or any security.

10.2~~3.~~4 Certain Spanish Matters.

(a) Notwithstanding any other provision of the Loan Documents, where it relates to a Person incorporated in Spain, if applicable, and unless a contrary intention appears, a reference to: (i) "insolvency" or "insolvency proceeding" and any step or proceeding relating to it has the meaning attributed to them under the Spanish Insolvency Law, including a *declaración de concurso con independencia de su carácter necesario o voluntario* as well as any *solicitud de inicio del procedimiento de concurso voluntario*, the request of declaration of insolvency by a third party (*solicitud de concurso por acreedores*) (including without limitation, any petition filed under to a competent court pursuant to articles 585 et seq., and 635 et seq. of the Spanish Insolvency Law, petition to appoint a restructuring expert pursuant to articles 672 et seq., and *its solicitud de inicio de procedimiento de concurso*, *auto de declaración de concurso, convenio judicial o extrajudicial con acreedores* and *transacción extrajudicial*). A Person being unable to pay its debts includes that Person being in a state of *insolvencia* or in *concurso* according to Spanish Insolvency Law; (ii) "winding up" or "dissolution" includes, without limitation, *disolución* or *liquidación*, or any other similar proceedings and shall be used to those circumstances as regulated under Spanish law from time to time; (iii) a "composition" or similar arrangement with any creditor includes, without limitation, a *convenio de acreedores* or *plan de reestructuración* to be judicially sanctioned for the purposes of the Spanish Insolvency Law or any agreement under Title II or Title III of the Second Book of the Spanish Insolvency Law; (iv) a "Lien" or "security" includes any mortgage (*hipoteca*), pledge (*prenda*) (with or without transfer of possession), financial collateral agreement (*garantía financiera pignoraticia*) and, in general, any in rem security right governed by Spanish law; and (vi) a "guarantee" includes any accessory personal guarantee

(*fianza*), performance bond (*aval*), joint and several guarantee (*garantía solidaria*) and first demand guarantee (*garantía a primer requerimiento*)~~Time.~~

(b) At the reasonable request of the Administrative Agent, this Agreement and each Spanish Security Document shall be formalized as a Spanish Public Document. Any amendments hereto or thereto shall be also formalized as a Spanish Public Document if (i) the applicable action entails an increase of any payment obligation or an extension of the Maturity Date or any other payment date set forth herein; or (ii) not formalizing the applicable actions in a Spanish Public Document will prejudice the Lenders' enforcement rights against the Obligors in the reasonable opinion of the Administrative Agent. The Lenders shall use reasonable endeavors to limit costs that arise in connection formalization in a Spanish Public Document by virtue of this clause (b) (including, to the extent possible, that any Spanish Public Document to be executed in accordance with this clause (b) will only be executed by the relevant Administrative Agent on behalf of the Lenders; and by the Borrowers and/or the Obligors, as applicable; no other Group Members will be required to execute and formalize the relevant Spanish Public Document). Promptly following the reasonable request of the Administrative Agent, each Obligor also undertakes to grant any public or private document strictly required for the purposes of or in relation to such Spanish Public Document. Any costs and expenses relating to such formalization which are reasonably and properly incurred shall be paid and paid by the Obligors in accordance with this Agreement. The costs of issuance of the first copies (with and without enforcement title) of such Spanish Public Document shall be borne by the Obligors and the cost regarding the issuance of additional copies will be borne by the Person requesting such additional copies. ~~Unless otherwise specified, a reference to time in any~~Each Obligor undertakes that the Spanish Public Document shall state any conditions that the Administrative Agent reasonably considers necessary or convenient in respect of the enforceability of the Loan Documents ~~is~~ refer~~ence~~ed ~~to Pacific Standard time.~~to in article 517 et seq of the Spanish Civil Procedural Law.

(c) For the purpose of art. 571 et seq. of the Spanish Civil Procedural Law, the parties to this Agreement agree that: (A) the amount due and payable under the Loan Documents that may be claimed in any executive judicial proceedings will be contained in a certificate setting out the relevant calculations and determinations provided by the Administrative Agent and will be based on the accounts maintained by the Administrative Agent in connection with this Agreement; (B) the Administrative Agent and/or each Lenders may (at the cost of the Borrowers) have the certificate notarized evidencing that the calculations and determinations have been effected; and (C) the Administrative Agent and/or the Lenders may claim the total amount of the principal and interest due if there is a default in the repayment of any instalment of principal or interest.

(d) The Administrative Agent and/or the Lenders may start, where applicable, executive judicial proceedings (*procedimiento ejecutivo*) in Spain, in connection with or relating to this Agreement and the Spanish Pledge Agreement by providing to the relevant court the documents specified in article 573 of the Spanish Civil Procedural Act, namely: (A) an original notarial copy of this Agreement; (B) a notarial document (*acta notarial*) incorporating the certificate of the Administrative Agent and/or the Lenders for the purposes of Article 572 of the Spanish Civil Procedural Act; and (B) evidence that the relevant party has been notified of the amount which is due and payable resulting from the certificate.

(e) The Obligors hereby expressly authorize the Administrative Agent (and each Lender, as appropriate) to request and obtain certificates and documents issued by the notary who has formalized this Agreement (or any accession deed or amendment thereto) in order to evidence its compliance with the entries of his registry-book and the relevant entry date for the purpose of numbers 4º or 5º (as applicable) of Article 517 of the Spanish Civil Procedural Law. The cost of such certificate and documents will be for the account of the Obligors.

(f) For the purposes of Article 540.2 of the Spanish Civil Procedural Law, the Obligors acknowledge and accept that, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are in each moment, and therefore, those who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through executive judicial proceeds (*procedimiento ejecutivo*) without further evidence being required.

(g) Except as provided for in this Agreement or under the Spanish Pledge Agreement, none of the Lenders will be prevented from initiating enforcement proceedings before the Spanish courts against the Obligors, which is hereby expressly acknowledged and accepted by the Obligors.

SECTION 11 ~~SECTION 11.~~ GUARANTY; WAIVERS.

11.1 ~~11.1~~ Guaranty

. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees ~~to~~ the ~~Lender the full and prompt~~punctual payment when due, ~~(~~whether at stated maturity, by ~~required prepayment, declaration,~~ acceleration~~, demand~~ or otherwise~~) and performance~~, of ~~the~~all Secured Obligations ~~(the "Guaranteed Obligations").~~now or hereafter existing under any Loan Document, whether for principal, interest, fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by a Borrower, being the "~~The Guaranteed Obligations include interest that, but for a proceeding under any Insolvency Proceeding, would have accrued on such~~ Guaranteed Obligations"), ~~whether or not a claim is allowed against any Obligor for such interest in any such proceeding.~~and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Lender in enforcing any rights under the guaranty set forth in this Section 11.

~~11.2 Separate Obligation. Each Guarantor acknowledges and agrees that: (i)~~ Subject to Section 11.6, without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations ~~are separate and distinct from any Indebtedness arising under or in connection with any other document, including under any provision of this Agreement other than this Section 11, executed at any time by such Guarantor in favor of the Lender; and (ii) such Guarantor shall pay and perform all of the Guaranteed Obligations as required under this Section 11, and the Lender may enforce any and all of its rights and remedies hereunder, without regard to any other document, including any provision of this Agreement other than this Section 11, at any time executed by such Guarantor in favor of the Lender, irrespective of whether any such other document, or any provision thereof or hereof, shall for any reason become unenforceable or any of the Indebtedness thereunder shall have been discharged, whether by performance, avoidance or otherwise~~and would be owed by the Borrowers to the Lender under any Loan Document. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, compromise, receivership, insolvency, reorganization, or similar debtor relief law (including, without limitation, any proceeding under applicable corporate law seeking a compromise or arrangement of, or relief from, any debts of the corporation or a stay of proceedings to enforce any of the claims of the corporation's creditors against it) of the United States.

11.2 Guaranty Absolute

. Each Guarantor ~~acknowledges that, in providing benefits to the Obligors and the Lender are relying upon the enforceability of this Section 11 and~~jointly and severally guarantees that the Guaranteed Obligations ~~as separate and distinct Indebtedness of such Guarantor, and~~ will be paid strictly in accordance with the terms

of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. ~~e~~Each Guarantor agrees that ~~Lender would be denied the full benefit of its bargain if at any time~~ this Section 11 ~~or the Guaranteed Obligations were treated any differently.~~constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by the Secured Parties to any Collateral. ~~The fact that the guaranty is set forth in this Agreement rather than in a separate guaranty document is for the convenience of the Obligors and Guarantors and shall in no way impair or adversely affect the rights or benefits of the Lender under this Section 11. Each Guarantor agrees to execute and deliver a separate document, immediately upon request at any time of the Lender, evidencing such Guarantor's obligations~~ The Secured Obligations of each Guarantor under this Section 11~~. Upon the occurrence of any Event of Default,~~are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against ~~such~~each Guarantor~~, whether or not the Obligors, any other Guarantor or any other Person is joined therein or a separate action or actions are~~ to enforce such obligations, irrespective of whether any action is brought against any Obligor~~, any such other Guarantor or any such other Person.~~ or whether any Obligor is joined in any such action or actions

~~11.3 Limitation of Guaranty. To the extent that any court of competent jurisdiction shall impose by final judgment under applicable Laws (including sections 544 and 548 of the Bankruptcy Code) any limitations on the amount of any Guarantor's liability with respect to the Guaranteed Obligations that the Lender can enforce under this Section 11, the Lender by its acceptance hereof accepts such limitation on the amount of such Guarantor's liability hereunder to the extent needed to make this Section 11 fully enforceable and nonavoidable.~~

~~11.4 Liability of Guarantors~~. The liability of ~~any~~each Guarantor under this Section 11 shall be irrevocable, absolute~~, independent~~ and unconditional~~, and shall not be affected by any circumstance that might constitute a discharge of a surety or guarantor other than the indefeasible payment and performance in full of all Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:~~irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

~~(a) such Guarantor's liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon the Lender's exercise or enforcement of any remedy it may have against any Obligor or any other Person, or against any collateral or other security for any Guaranteed Obligations;~~

~~(b) this Guaranty is a guaranty of payment when due and not merely of collectability;~~

~~(c) the Lender may enforce this Section 11 upon the occurrence of an Event of Default notwithstanding the existence of any dispute between the Lender, on the one hand, and any Obligor or any other Person, on the other hand, with respect to the existence of such Event of Default;~~

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto; (b)~~(d) such Guarantor's payment of a portion, but not all,~~ any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, ~~shall in no way limit, affect, modify or abridge such Guarantor's liability for any portion of~~or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations re~~main~~sulting ~~unsatisfied; and~~from the extension of additional credit to any Obligor or otherwise;

(c) ~~(e) such Guarantor's liability with respect to~~ any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent

to departure from any other guaranty, for all or any of the Guaranteed Obligations ~~shall remain in full force and effect without regard to, and shall not be impaired or affected by, nor shall such Guarantor be exonerated or discharged by, any of the following events:~~;

(a) ~~(i) any proceeding under any Insolvency Proceeding;~~the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, the Secured Parties;

(b) ~~(ii) any limitation, discharge, or cessation of the liability~~any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Obligor; or

any other ~~Person for any Guaranteed Obligations due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of any of the Guaranteed Obligations or the Loan Documents;~~

circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge ~~(iii) any merger, acquisition, consolidation or change in structure~~ of, any Obligor or any ~~Guarantor or any~~ other guarantor or ~~Person, or any sale, lease, transfer or other disposition of any or all of the assets or shares of any Obligor or any other Person;~~

surety.~~(iv) any assignment or other transfer, in whole or in part, of Lender's interests in and rights under this Agreement (including this Section 11) or the other Loan Documents;~~

~~(v) any claim, defense, counterclaim or setoff, other than that of prior performance, that any Obligor, such Guarantor, any other Guarantor or any other Person may have or assert, including any defense of incapacity or lack of corporate or other authority to execute any of the Loan Documents;~~

~~(vi) the Lender's amendment, modification, renewal, extension, cancellation or surrender of any Loan Document or any Guaranteed Obligations;~~

~~(vii) the Lender's exercise or non-exercise of any power, right or remedy with respect to any Guaranteed Obligations or any collateral;~~

~~(viii) the Lender's vote, claim, distribution, election, acceptance, action or inaction in any proceeding under any Bankruptcy Law; or~~

(c)

~~(ix) any other guaranty, whether by such Guarantor or any other Person, of all or any part~~This Section 11 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations ~~or any other Indebtedness, obligations or liabilities of Obligor to the Lender.~~is rescinded or must otherwise be returned by the Secured Parties or any other Person pursuant to the Cases or otherwise, all as though such payment had not been made.

11.3 Waiver

~~11.5 Consents of Guarantors~~. Each Guarantor hereby ~~unconditionally consents and agrees that, without notice to or further assent from such Guarantor:~~

waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of~~(a) the principal amount of the Guaranteed Obligations may be increased or decreased and additional Indebtedness or obligations of the Obligors under the Loan Documents may be incurred and the time, manner, place or terms of any payment under any Loan Document may be extended or changed, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise;~~

~~(b) the time for any Obligor's (or any other Person's) performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as the Lender (as applicable under the relevant Loan Documents) may deem proper;~~

~~(c) the Lender may request and accept other guaranties and may take and hold security as collateral for~~ the Guaranteed Obligations~~,~~ and ~~may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such other guaranties or security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; and~~

this Section 11 and any requirement that the Secured Parties exhaust any right or take any action against any Obligor or any other Person or any Collateral, (iii) any right to compel or direct the Secured Parties to seek payment or recovery of any amounts owed under this Section 11 from any one particular fund or source or to exhaust any right or take any action~~(d) the Lender may exercise, or waive or otherwise refrain from exercising, any other right, remedy, power or privilege even if the exercise thereof affects or eliminates any right of subrogation or any other right of such Guarantor against the Obligors.~~

~~11.6 Guarantor's Waivers. Each Guarantor waives and agrees not to assert:~~

~~(a) any right to require the Lender to proceed~~ against any other Obligor, any other ~~Guarantor or any other~~ Person~~,~~ or ~~to pursue any other right, remedy, power or privilege of the Lender whatsoever;~~

any Collateral, (iv) any requirement that the Secured Parties protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against~~(b) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Guaranteed Obligations;~~

~~(c) any defense arising by reason of any lack of corporate or other authority or any other defense of~~ any Obligor, ~~such Guarantor or~~ any other Person~~;~~

or any Collateral, and (v~~(d)~~ any other defense ~~based upon the Lender's errors or omissions in the administration of the Guaranteed Obligations;~~

available to any Guarantor; *provided* that, notwithstanding the foregoing or anything to the contrary herein or in any other Loan Document, no Guarantor waives or shall ~~(e) any rights to set offs and counterclaims;~~

~~(f) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable laws limiting the liability of or exonerating guarantors or sureties, or that may conflict with the terms of this Section 11; and~~

~~(g) any and all notice of the acceptance of this guaranty, and any and all notice of the creation, renewal, modification, extension or accrual of the Guaranteed Obligations, or the reliance by the Lender upon this Guaranty, or the exercise of any right, power or privilege hereunder.~~

~~The Guaranteed Obligations shall conclusively~~ be deemed to have ~~been created, contracted, incurred and permitted to exist in reliance upon this Guaranty~~waived the defense of payment. Each Guarantor ~~waives promptness, diligence, presentment, protest, demand for payment, notice of Default, dishonor or nonpayment and all other notices to or upon any Obligor, each Guarantor or any other Person with respect to the Guaranteed Obligations.~~agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Secured Obligations.

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.3 is knowingly made in contemplation of such benefits.~~11.7 Financial Condition of Obligor. No~~ Each Guarantor ~~shall have~~hereby waives any right to ~~require the Lender to obtain or disclose any information with respect to: (i) the financial condition or character of any Obligor or the ability of any Obligor to pay and perform the~~revoke this Section 11, and acknowledges that this Section 11 is continuing in nature and applies to all Guaranteed Obligations~~;~~, whether existing now or in the future. ~~(ii) the Guaranteed Obligations; (iii) any collateral or other security for any or all~~

11.4 Continuing Guaranty; Assignments. This Section 11 is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations~~; (iv) the existence or nonexistence of any other guarantees of~~ and all other amounts payable under this Section 11 and the Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Secured Parties may pledge, assign or otherwise transfer all or any ~~part~~portion of their ~~Guaranteed~~rights and ~~O~~obligations~~; (v) any action or inaction on the part of the Lender or any other Person; (vi) or any other matter, fact or occurrence whatsoever.~~ under this Agreement (including, without limitation, all or any portion of their Commitments and the Advances owing to them) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted the Secured Parties herein or otherwise, in each case as provided in Section 11.7~~ Each Guarantor hereby acknowledges that it has undertaken its own independent investigation of the financial condition of the Obligors and all other matters pertaining to this Guaranty and further acknowledges that it is not relying in any manner upon any representation or statement of the Lender with respect thereto~~.

11.~~8~~ 5 Subrogation. ~~Until the Guaranteed Obligations shall be satisfied in full and the Exit Loan Commitment shall be terminated, each Guarantor shall not have, and shall not directly or indirectly~~ No Guarantor will exercise~~: (i)~~ any rights that it may ~~acquire by way of subrogation~~now or hereafter acquire against any Obligor or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Section 11, ~~by any payment hereunder or otherwise; (ii)~~including, without limitation, any right~~s~~ of subrogation, reimbursement, exoneration, contribution~~,~~ or indemnification~~, reimbursement or similar suretyship claims arising out of this Section 11; or (iii)~~ and any ~~other~~ right ~~that it might otherwise have or acquire (in any way whatsoever) that could entitle it at any time to share or~~to participate in any ~~right,~~claim or remedy ~~or security of the Lender as~~of the Secured Parties against any Obligor or any other ~~Guarantors~~guarantor or any ~~other Person~~Collateral, whether ~~in connection with this Section 11, any of the other Loan Documents or otherwise~~or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Obligor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations shall have been paid in full in cash and the DIP Termination Date shall

have occurred. If any amount shall be paid to any Guarantor ~~on account~~in violation of the ~~foregoing rights~~immediately preceding sentence at any time ~~when all~~prior to the later of the payment in full in cash of the Guaranteed Obligations ~~shall not have been paid in full~~and the DIP Termination Date, such amount shall be held in trust for the benefit of the ~~Lender and~~Secured Parties shall forthwith be paid to the ~~Lender~~Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Section 11, whether matured or unmatured, in accordance with the terms of ~~the Loan Documents.~~this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Section 11

~~11.9 Subordination. All payments on account of all Indebtedness, liabilities and other obligations of any Obligor to any Guarantor, whether now existing or~~ thereafter arising~~, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined (the "Guarantor Subordinated Indebtedness") shall be subject, subordinate and junior in right of payment and exercise of remedies, to the extent and in the manner set forth herein, to the prior payment in full in Cash or Cash Equivalents~~. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations~~.~~, As long as any~~(ii) all of the Guaranteed Obligations ~~(other than unasserted contingent indemnification obligations) shall remain outstanding and unpaid, each Guarantor shall not accept or receive~~and (iii) the DIP Termination Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

11.6 Contribution

. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Section 11 (this "Guaranty"). Accordingly, if any payment or distribution ~~by or on behalf of any Obligor or any other Guarantor, directly or indirectly, or assets of any Obligor or any other Guarantor, of any kind or character, whether in cash, property or securities, including on account of the purchase, redemption or other acquisition of Guarantor Subordinated Indebtedness, as a result of any collection, sale or other disposition of collateral, or by setoff, exchange or in any other manner, for or on account of the Guarantor Subordinated Indebtedness ("Guarantor Subordinated Indebtedness~~is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments~~"), exceptedseds that, so long as an Event of Default does not then exist, any~~its Fair Share as of such date, such Guarantor shall be entitled to ~~accept and receive payments on its Guarantor Subordinated Indebtedness, in accordance with past business practices of such Guarantor and Obligor (or any other applicable Guarantor) and not in contravention of any law or the terms of the Loan Documents.~~a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date.

~~If any Guarantor Subordinated Indebtedness Payments shall be received in contravention of this Section 11, such Guarantor Subordinated Indebtedness Payments shall be held in trust for the benefit of the Lender and shall be paid over or delivered to the Lender for application to the payment in full in Cash or Cash Equivalents of all Guaranteed Obligations remaining unpaid to the extent necessary to give effect to this Section 11 after giving effect to any concurrent payments or distributions to the Lender in respect of the Guaranteed Obligations.~~

"Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of the guaranty under this Section 11 (including, without limitation, in respect of this Section 11.6), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.6.~~11.10 Continuing Guaranty.~~

~~This Guaranty is a continuing guaranty and agreement of subordination and shall continue in effect and be binding upon each Guarantor until termination of the Exit Loan Commitment and payment and performance in full of the Guaranteed Obligations, including Guaranteed Obligations which may exist continuously or which may arise from time to time under successive transactions, and each Guarantor expressly acknowledges that this guaranty shall remain in full force and effect notwithstanding that there may be periods in which no Guaranteed Obligations exist. This Guaranty shall continue in effect and be binding upon each Guarantor until actual receipt by the Lender of written notice from such Guarantor of its intention to discontinue this Guaranty as to future transactions (which notice shall not be effective until noon on the day that is five Business Days following such receipt); provided, that no revocation or termination of this guaranty shall affect in any way any rights of the Lender hereunder~~ In this Section 11.6: "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to ~~any~~all Guarant~~eed~~ors ~~Obligations arising or outstanding on the date of receipt of such notice, including any subsequent continuation, extension, or renewal thereof, or change in the terms or conditions thereof, or any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of the Lender in existence as of the date of such revocation (collectively, "Existing Guaranteed Obligations"), and the sole effect of such notice shall be to exclude from~~multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Guaranty ~~Guaranteed~~in respect of the Secured Obligations ~~thereafter arising which are unconnected~~so guaranteed. "Fair Share Contribution Amount" means, with respect to any ~~Existing~~ Guarant~~eed~~or ~~Obligations.~~as of any date of determination, the maximum aggregate amount

~~11.11 Reinstatement. This Guaranty shall continue to be effective or shall be reinstated and revived, as the case may be, if, for any reason, any payment~~ of the ~~Guaranteed~~Secured Obligations ~~by or on behalf of the Obligors (or receipt of any proceeds of collateral) shall be rescinded, invalidated, declared to be fraudulent or preferential, set aside, voided or otherwise required to be repaid to any Obligor, its estate, trustee, receiver or any other Person (including under any Bankruptcy Law), or must otherwise be restored by the Lender, whether as a result of proceedings under any bankruptcy law or otherwise.~~of such Guarantor under the guaranty under this Section 11 that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under ~~All losses, damages, costs and expenses that the Lender may suffer or incur as a result of any voided or otherwise set aside payments shall be specifically covered by the indemnity in favor of the Lender contained in Section 11.~~

~~11.12 Substantial Benefits. The Loan provided to or for the benefit of the Obligors hereunder by the Lender has been and is to be contemporaneously used for the benefit of the Obligors and each Guarantor and their respective Subsidiaries. It is the position, intent and expectation of the parties that the Obligors and each Guarantor have derived and will derive significant and substantial benefits from the Loan to be made available by the Lender under the Loan Documents. Each Guarantor has received at least "reasonably equivalent value" (as such phrase is used in~~ Section 548 of ~~the Bankruptcy~~Title 11 of the United States Code ~~and in~~or any comparable applicable provisions of ~~other applicable Laws) and more than sufficient consideration to support its~~state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.6, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder ~~in respect of the Guaranteed Obligations.~~shall not be considered as assets or liabilities of such Guarantor. ~~Immediately prior to and after and giving effect to the incurrence of each Subsidiary Guarantor's obligations under this Guaranty, such Guarantor will be solvent and will not be subject to any Insolvency Proceedings.~~

~~11.13 KNOWING AND EXPLICIT WAIVERS. EACH GUARANTOR ACKNOWLEDGES THAT IT EITHER HAS OBTAINED THE ADVICE OF LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND~~

~~PROVISIONS OF THIS SECTION 11. EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT EACH OF THE WAIVERS AND CONSENTS SET FORTH HEREIN IS MADE WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND CONSEQUENCES, THAT ALL SUCH WAIVERS AND CONSENTS HEREIN ARE EXPLICIT AND KNOWING AND THAT EACH GUARANTOR EXPECTS SUCH WAIVERS AND CONSENTS TO BE FULLY ENFORCEABLE.~~

~~If, while any Guarantor Subordinated Indebtedness is outstanding, any proceeding under any Bankruptcy Law is commenced by or against any Obligor or its property, the Lender is hereby irrevocably authorized and empowered (in the name of such Obligor or in the name of any Guarantor or otherwise), but shall have no obligation, to demand, sue for, collect and receive every~~ The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution ~~in respect of all Guarantor Subordinated Indebtedness and give acquittances therefor and to file claims and proofs of claim and take such other action (including voting the Guarantor Subordinated Indebtedness) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of~~ is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.6 shall not be construed in any way to limit the liability of any Guarantor ~~Le~~hereunder~~;~~. ~~and e~~Each Guarantor ~~shall promptly take such action as Lender may reasonably request: (A) to collect the Guarantor Subordinated Indebtedness for the account of such Obligor and any Guarantor and to file appropriate claims or proofs of claim in respect of the Guarantor Subordinated Indebtedness; (B) to execute and deliver to the Lender such powers of attorney, assignments and other instruments as it may request to enable it to enforce any and all claims with respect to the Guarantor Subordinated Indebtedness; and (C) to collect and receive any and all Guarantor Subordinated Indebtedness Payments.~~is a third party beneficiary to the contribution agreement set forth in this Section

11.~~14~~6. Any payment on account of an amount that is payable hereunder or under any other Loan Document must be made in United States Dollars.

11.7 General Limitation of Brazilian Law. The obligations of Amyris Biotecnologia do Brasil Ltda. under this Section 11 shall constitute a first demand payment guarantee and joint and several obligation in respect to the Secured Obligations. Should the guarantee of Amyris Biotecnologia do Brasil Ltda. be interpreted by a Brazilian court as a surety (*fiança*), Amyris Biotecnologia do Brasil Ltda. shall be deemed to have waived the privileges of order and all other privileges provided under articles 827, 829, 830, 834, 835, 837 and 839 of the Brazilian Civil Code and article 794 of the Brazilian Code of Civil Procedure (Law No. 13,105/2015).

SECTION 12 ~~(SIGNATURES TO FOLLOW)~~AGENCY

12.1 Appointment and Authority

.

(a) Each of the Lenders hereby irrevocably appoints Euagore, LLC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as otherwise provided in Section 12.6(b), the provisions of this Section 12 are solely for the benefit of the Administrative Agent and the Lenders, and the Obligors shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency

doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Each Lender hereby irrevocably authorizes the Administrative Agent, based upon the instruction of the Required Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC), at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with applicable requirements of law.

(c) The Administrative Agent shall also act as the collateral agent under the Loan Documents and each Lender hereby irrevocably (i) authorizes the Administrative Agent to enter into all other Loan Documents, as applicable, including the Security Agreement, any subordination agreements and any other Security Documents, and (ii) appoint and authorize the Administrative Agent to act as the agent of the Secured Parties for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Obligors to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. The Administrative Agent, as collateral agent and any co-agents, sub-agents and attorneys-in-fact (appointed by the Administrative Agent pursuant to this Agreement to hold or enforce any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Section 12 as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Administrative Agent is further authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders, from time to time to take any action, or permit the any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent to take any action, with respect to any Collateral or the Loan Documents which may be necessary to perfect and maintain perfected the Liens upon any Collateral granted pursuant to any Loan Document.

(d) Each Lender irrevocably appoints each other Lender as its agent and bailee for the purpose of perfecting Liens (whether pursuant to Section 8-30l (a)(2) of the UCC or otherwise), for the benefit of the Secured Parties, in assets in which, in accordance with the UCC or any other applicable requirement of law a security interest can be perfected by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly following the Administrative Agent's request therefor, shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

12.2 Rights as a Lender

. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its branches and Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Parent or any Subsidiary of the Parent or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

12.3 Exculpatory Provisions

. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent shall not:

(a) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its branches or Affiliates in any capacity;

(d) be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders, or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by a Obligor or a Lender;

(e) be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent; or

(f) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to a non-compliant assignment of Loans in respect hereof.

12.4 Reliance by Administrative Agent

. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Obligors), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

12.5 Delegation of Duties

. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Representatives. The exculpatory provisions of this Article shall apply to any such sub agent and to the Representatives of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the DIP Facility hereunder as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents. Without limiting the other provisions of this Section 12.5, the Administrative Agent is authorized by the Lenders and the Obligors to engage any local administrative agent, in other jurisdictions, as may be necessary for the fulfillment of all Secured Obligations, including, but not limited to, the execution, registration and perfection of the security interests to be granted and perfected by Guarantors.

12.6 Resignation of Administrative Agent

.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Obligors. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Parent, to appoint a successor, which shall be a bank with an office in California, or an Affiliate of any such bank with an office in California. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is also a Lender that has notified the Parent that it does not tend to comply with its funding obligations hereunder, has made a public statements to that effect or has otherwise failed to fund its Commitments in contravention with the terms and conventions hereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Parent and such Person remove such Person as Administrative Agent and, in consultation with the Parent, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have

accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Obligors to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Obligors and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.11 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Representatives in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

12.7 Non-Reliance on Administrative Agent and Lenders

. Each Lender expressly acknowledges that the Administrative Agent has not made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of the Parent or any affiliate thereof, shall be deemed to constitute any representation or any warranty by the Administrative Agent to any Lender as to any matter, including whether the Administrative Agent has disclosed material information in its (or its Representatives') possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Representatives and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Parent and its subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Obligors hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Representatives and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers. Each Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and certain other facilities set forth herein and (ii) it is engaged in making, acquiring or holding commercial loans, issuing or participating in letters of credit or providing other similar facilities in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans, issuing or participating in letters of credit and providing other facilities set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans, issue or participate in letters of credit and to provide

other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans, issue or participate in letters of credit or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans, issue or participate in letters of credit or providing such other facilities.

12.8 Administrative Agent May File Proofs of Claim

. In case of the pendency of any proceeding under any or any other judicial proceeding relative to the Obligors, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 10.11) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same,

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 10.11.

12.9 [Reserved]

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12.10 Erroneous Payments

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(a) If the Administrative Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within 5 Business Days of the date of receipt of such Erroneous

Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 12.10 and held in trust for the benefit of the Administrative Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender shall use commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 12.10(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 12.10(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 12.10(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative

Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers; *provided* that this Section 12.10(d) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Secured Obligations of the Borrowers relative to the amount (and/or timing for payment) of the Secured Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; *provided*, *further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from, or on behalf of (including through the exercise of remedies under any Loan Document), the Borrowers for the purpose of a payment on the Secured Obligations.

(e) To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.10 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

12.11 Lender Action

. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Obligor or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures or cause any of the foregoing (through Affiliates or otherwise), with respect to any Collateral or any other property of any such Obligor, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders). Without limiting the foregoing, each Lender agrees that, except as otherwise provided in any Loan Documents or with the written consent of the Administrative Agent (at the direction of the Required Lenders), it will not take any enforcement action, accelerate Secured Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable legal requirements to credit bid or purchase any portion of the Collateral at any sale or foreclosure thereof referred to in Section 8.1 *provided* that nothing contained in this Section 12.11 shall affect any Lender's right to credit bid its pro rata share of the Secured Obligations pursuant to Section 363(k) of the Bankruptcy Code.

~~IN WITNESS WHEREOF, the Obligors and the Lender have duly~~**IN WITNESS WHEREOF,** this Agreement is executed and delivered ~~this Amended and Restated Loan and Security Agreement~~ as of the ~~day and year~~date first ~~above~~ written above.

BORROWERS[6]:

AMYRIS, INC., a Delaware corporation

By: _____
Name:
Title:

APRINNOVA, LLC, a Delaware limited liability company

By: _____
Name:
Title:

AB TECHNOLOGIES LLC, a Delaware limited liability company

By: _____
Name:
Title:

[6] ~~NTD: borrowers and guarantors to be confirmed.~~

GUARANTORS:

AMYRIS, INC., a Delaware corporation

~~By:~~By: _____ ~~Name:~~
~~Title:~~

Name:
Title:

APRINNOVA, LLC, a Delaware limited liability company

By: _____
Name:
Title:

AB TECHNOLOGIES LLC, a Delaware limited liability company

By: _____
Name:
Title:

AMYRIS BIOTECHNOLOGIA DO BRASIL LTDA., a Brazilian limited liability company

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

EUAGORE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

LENDERS:

EUAGORE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

FORIS VENTURES, LLC, a Delaware limited liability company

By: _____
Name:
Title:

Schedule 1

Part 1

Borrowers

1. Amyris, Inc., a Delaware corporation

2. AB Technologies LLC, a Delaware limited liability company

3. Aprinnova, LLC, a Delaware limited liability company

Part 2

Guarantors

1. Amyris, Inc., a Delaware corporation

2. AB Technologies LLC, a Delaware limited liability company

3. Aprinnova, LLC, a Delaware limited liability company

4. Amyris Biotecnologia Do Brasil Ltda., a Brazil limited liability company

EXHIBIT K

(AMENDED GIVAUDAN CONTRACTS)

On the Effective Date of the Plan, Reorganized Amyris and Givaudan entered into the Amended Givaudan Contracts.

EXHIBIT L

(PLAN ADMINISTRATOR AGREEMENT)

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the "Agreement")[1] is made this 7th day of May, 2024, by and among Amyris, Inc., and the other entities listed on **Exhibit 1**, attached hereto (each a "Debtor" and collectively, the "Debtors"), as reorganized pursuant to the *Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (as amended and confirmed, the "Plan"), and Reorganized Amyris, as the Plan Administrator appointed under the terms of the Plan, the Confirmation Order and this Agreement (and any successor thereof, the "Plan Administrator").

RECITALS

WHEREAS, on August 9 or August 21, 2023, each of the Debtors filed a voluntary chapter 11 petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, on February 7, 2024, the Bankruptcy Court entered an order [Docket No. 1251] (the "Confirmation Order") confirming the Plan;

WHEREAS, pursuant to the terms of the Plan and the Confirmation Order, the Plan Administrator is charged with overseeing the tasks outlined in the Plan not delegated to the Creditor Trustee;

WHEREAS, pursuant to the terms of the Plan, the Plan Administrator will have full authority, duty and responsibility to (i) administer the Net Proceeds, including the Third-Party Settlement Amounts allocated to Holders of Allowed Claims (other than Holders of Allowed Class 7 and Class 8 Claims) and Holders of Interests (the "Administered Assets"); (ii) fund distributions in accordance with the Plan, including payment of (x) the Claims of Holders of Allowed Administrative Claims, Allowed Professional Fees, Allowed Priority Tax Claims, U.S. Trustee Fees, and Holders of Claims in Classes 1, 2 and 3, and (y) Holders (collectively, the "Beneficiaries" and each a "Beneficiary"); and (y) Holders of Interests entitled to payment from Third-Party Release Settlement Amounts; and (iii) take other actions in accordance with and pursuant to the Plan and the Confirmation Order;

WHEREAS, the Plan Administrator has been selected to be a Disbursing Agent under the Plan, with responsibility for facilitating distributions, allocations, and/or issuances in accordance with, and pursuant to, the Plan, except with respect to distributions to holders of Allowed Claims in Classes 7 and 8; and

WHEREAS, on May 7, 2024, the Plan became effective by its terms (the "Effective Date").

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the mutual agreements of the parties contained herein, and for other good and valuable

[1] Unless otherwise noted, capitalized terms used herein but not yet defined have the meanings given to them elsewhere in this Agreement, in the Plan, or in the Confirmation Order, as applicable.

consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I
THE PLAN ADMINISTRATOR

1.1 Appointment. The Plan Administrator has been approved pursuant to the Confirmation Order and has been appointed as of the Effective Date. The Plan Administrator's appointment shall continue until the earlier of (a) the termination of this Agreement or (b) the Plan Administrator's resignation, death, disability, dissolution, or removal. To effectuate an orderly and efficient transition of the administration of the Administered Assets from the Debtors to the Plan Administrator, the Plan Administrator may perform certain services in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization for such performance is ratified by the execution hereof to the extent not already authorized by the Plan or Confirmation Order.

1.2 General Powers. The Plan Administrator shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the Debtors under the Plan, the Confirmation Order, this Agreement, and any other agreement entered into pursuant to or in connection with the Plan. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator may control and exercise authority over the Administered Assets and over the acquisition, management, and disposition thereof. No Person dealing with the Plan Administrator shall be obligated to inquire into the Plan Administrator's authority in connection with the acquisition, management, or disposition of the Administered Assets. The Plan Administrator shall make timely distributions in accordance with the Plan, and not unduly prolong the administration of the Administered Assets. Without limiting the generality of the foregoing, the Plan Administrator shall be expressly authorized to hold, invest, expend and distribute the Administered Assets, subject to any limitations set forth herein, in the Plan or in the Confirmation Order. In addition to the rights, powers and responsibilities set forth in sections VII.B. and VII.C. of the Plan, subject to any limitations set forth in the Plan, the Confirmation Order or this Agreement, as Disbursing Agent, the Plan Administrator shall have the following powers and responsibilities:

(a) exercise all power and authority that may be or could have been exercised, commence any and all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the Administered Assets, by any officer, director, shareholder, or other party acting in the name of the Debtors, or their respective Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders, or other Person;

(b) administer the Third-Party Release Settlement Amounts to fund distributions in accordance with the Plan, after payment of all direct out of pocket administrative, personnel, legal costs and expenses incurred after the Effective Date in making distributions provided for under the Plan with respect to holders of Interests;

(c) open and maintain bank accounts and designate additional authorized signers on bank accounts as may be necessary, calculate and make distributions, and take other

actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves;

(d) receive, manage, invest, supervise, and protect the Administered Assets;

(e) establish the Disputed Claims Reserve in accordance with section VIII.D. of the Plan;

(f) review and, where appropriate, object to Claims payable pursuant to the Plan or the Bankruptcy Code (other than Claims in Classes 7 and 8), and litigate such objections to resolution, and supervise and administer the resolution, any settlement, and payment of Allowed Claims payable pursuant to the Plan or the Bankruptcy Code (collectively, the "Claims Resolution Process") and the Distribution to the Beneficiaries;

(g) make Distributions to the Beneficiaries and other payments, in each case as provided for, or contemplated by the Plan, the Confirmation Order, or this Agreement;

(h) withhold from the amount distributable to any Person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its reasonable discretion, may be required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision thereof;

(i) enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement and perform all obligations thereunder;

(j) purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable;

(k) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and Distribution of the Administered Assets in accordance with the Plan and Confirmation Order;

(l) implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Agreement relating to the Administered Assets; and

(m) take all other actions consistent with the provisions of the Plan that the Plan Administrator deems reasonably necessary or desirable to administer the Administered Assets in accordance with the Plan, the Confirmation Order, this Agreement and applicable law.

1.3 Compensation of Plan Administrator and Its Professionals and Third Parties.

(a) The initial Plan Administrator shall receive fair and reasonable compensation, and reimbursement of its reasonable, documented expenses, which initial compensation and reimbursement shall be a charge against the Administered Assets, and shall be paid in accordance with the Plan and Confirmation Order. Any successor Plan Administrator shall

also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein. Any change to the Plan Administrator's compensation may occur no more than once *per annum*, and shall be filed in the Chapter 11 Cases.

(b) The Plan Administrator, without Bankruptcy Court approval, shall be entitled to employ and pay third parties to assist the Plan Administrator in carrying out its responsibilities or exercising its rights. To the extent that the Plan Administrator employs any Person who would be a Professional if employed by the Debtors in the Chapter 11 Cases before the Effective Date, the Plan Administrator shall be entitled to pay such Person reasonable compensation and reimburse such Person for reasonable, documented expenses. In the event that a dispute arises between the parties regarding payment of any such compensation or expense reimbursement, the Person seeking payment may file a motion for such payment with the Bankruptcy Court, providing notice to the Plan Administrator, and any legal counsel the Plan Administrator may employ.

(c) All fees, expenses, and disbursements of the Plan Administrator shall be paid out of the Administered Assets without the requirement that the Plan Administrator seek or obtain approval of the Bankruptcy Court for any such payments or amounts; provided, however, no less frequently than on a quarterly basis, an accounting of all fees, expenses, and disbursements made by the Plan Administrator, shall be disclosed in any quarterly operating report filed by the Plan Administrator.

1.4 Replacement of the Plan Administrator. The Plan Administrator may resign at any time upon thirty (30) days' prior written notice filed with Bankruptcy Court, *provided*, that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, unless: (i) the Insurance Coverages (as defined below) terminate for any reason other than the Plan Administrator's unreasonable refusal to renew such Insurance Coverages; or (ii) the Plan Administrator determines in its reasonable judgment that it lacks sufficient assets and financial resources to complete the duties and powers assigned to the Plan Administrator under the Plan, the Confirmation Order, and/or this Agreement, in which case such resignation may become effective without appointment of a successor Plan Administrator. The Plan Administrator may be removed by the Bankruptcy Court for cause, upon motion and after notice and a hearing, which motion may be brought by any Beneficiary. In the event of the resignation, death, Disability (as defined below), dissolution, or removal of the Plan Administrator, the Reorganized Debtor shall select a successor Plan Administrator (or, if a replacement is not promptly appointed within thirty (30) days after a triggering event, the Bankruptcy Court may appoint a replacement *sua sponte* or upon motion of any Beneficiary). Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator arising under the Plan shall be terminated; *provided*, *however*, that the original Plan Administrator's right to indemnification shall survive termination. In the event the Plan Administrator's appointment terminates by reason of termination with cause, death, or Disability, then the Reorganized Debtor may elect, upon written notice delivered to the Bankruptcy Court, to have such termination immediately effective. For purposes hereof, the term "Disability" shall mean incapacity resulting in the inability to perform services for two consecutive months or in the aggregate of seventy-five (75) days during any twelve-month period. Amounts owed to the

original Plan Administrator, on the one hand, and any successor Plan Administrator, on the other, shall be allocated between them to reflect their respective periods of service and the services provided; *provided*, *however*, that the original Plan Administrator shall be compensated for all reasonable fees and expenses accrued through the effective date of its termination. In the event of the removal or resignation of any Plan Administrator with cause, such Plan Administrator shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of its termination, whether or not previously invoiced, except to the extent otherwise ordered by the Bankruptcy Court due to a termination with cause.

1.5 Agreement Continuance. The death, Disability, dissolution, resignation, or removal of the Plan Administrator shall not terminate this Agreement or revoke any existing agency created by the Plan Administrator pursuant to this Agreement or invalidate any action theretofore taken by the Plan Administrator, and the successor Plan Administrator agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Plan Administrator, all its successors or assigns, and the Beneficiaries.

1.6 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference; *provided, however*, to the extent that there is a conflict between the provisions of this Agreement and either the Plan or the Confirmation Order, then the Plan or the Confirmation Order (as applicable) shall govern.

1.7 Relationship. This Agreement is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, or as part of a principal and agent relationship, and nor shall the Plan Administrator or the Beneficiaries, or any of them, for any purpose be, or be deemed to be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers.

1.8 Appointment as Estate Representative. Upon the Effective Date, the Plan Administrator is appointed as the duly authorized representative of the Debtors and their respective Estates in accordance with section 1123 of the Bankruptcy Code with respect to the Administered Assets and for all other purposes of implementing the Plan. The Plan Administrator shall be a party-in-interest for all purposes under these cases within the meaning of section 1109(b) of the Bankruptcy Code.

ARTICLE II
LIABILITY OF PLAN ADMINISTRATOR

2.1 Standard of Care; Exculpation. Neither the Plan Administrator nor any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator shall be liable for losses, claims, damages, liabilities, or expenses in connection with the affairs or property of the Reorganized Debtors or the Administered Assets to any Beneficiary under the Plan, or any other Person, for the acts or omissions of the Plan Administrator under this Agreement or the Plan; *provided*, *however*, that the foregoing limitation shall not apply as to any losses, claims, damages, liabilities, or expenses suffered or incurred by any Beneficiary that are found by a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Person or Entity. Every act done, power exercised, or obligation assumed by the Plan

Administrator, or any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator, pursuant to the provisions of this Agreement shall be held to be done, exercised, or assumed, as the case may be, by the Plan Administrator, or any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator acting for and on behalf of the Plan Administrator and not otherwise; *provided*, *however*, that none of the foregoing Entities or Persons shall be deemed to be responsible for any other such Entities' or Persons' actions or inactions outside of the scope of the authority provided by the Plan Administrator. Except as provided in the proviso of the first sentence of this section, every Beneficiary, Person, firm, corporation or other Entity contracting or otherwise dealing with or having any relationship with the Plan Administrator, and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator, shall have recourse only to the Administered Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings, or relationships and the Plan Administrator, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator shall not be individually liable therefor. For the avoidance of doubt, except as provided in the proviso of the first sentence of this section, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors or the Post-Effective Date Debtors.

2.2 Indemnification.

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Plan Administrator and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator (collectively, the "Indemnified Parties") shall be defended, held harmless, and indemnified from time to time by the Reorganized Debtors against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel or others in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based on, or arising out of (directly or indirectly) the Plan Administrator's acceptance of or the performance or nonperformance of its obligations under this Agreement, the Plan, or the Confirmation Order; *provided*, *however*, such indemnity shall not apply to any such loss, claim, damage, liability, or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to be a liability for which recourse is not limited pursuant to section 2.1 above. Satisfaction of any obligation arising pursuant to the terms of this section shall be payable only from the Administered Assets, may be advanced prior to the conclusion of such matter, and such right to payment shall be prior and superior to any other rights to receive a Distribution of the Administered Assets;

(b) The Plan Administrator shall be permitted to pay from the Administered Assets expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding, or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with the Agreement or the duties, acts, or omissions of the Plan Administrator, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise.

(c) Each Indemnified Party shall, and by its acceptance of the indemnification rights hereunder hereby undertakes to, repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Agreement.

2.3 No Liability for Acts of Successor/Predecessor Plan Administrators. Upon the appointment of a successor Plan Administrator and the delivery of the then remaining Administered Assets to the successor Plan Administrator, the predecessor Plan Administrator and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the predecessor Plan Administrator shall have no further liability or responsibility with respect thereto (other than liabilities arising prior to the cessation of its role as Plan Administrator). A successor Plan Administrator shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor Plan Administrator shall be in any way liable for the acts or omissions of any predecessor Plan Administrator, unless a successor Plan Administrator expressly assumes such responsibility. A predecessor Plan Administrator shall have no liability for the acts or omissions of any immediate or subsequent successor Plan Administrator for any events or occurrences subsequent to the cessation of its role as Plan Administrator.

2.4 Reliance by Plan Administrator on Documents or Advice of Counsel. Except as otherwise provided in this Agreement, the Plan Administrator, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator may rely, and shall be protected from liability for acting, on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Plan Administrator to be genuine and to have been presented by an authorized party.

2.5 Insurance. The Plan Administrator may obtain commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations set forth herein or may be added to the Reorganized Debtors' existing insurance policies (the "Insurance Coverages").

2.6 Survival. The provisions of this Article II shall survive the termination of this Agreement and the resignation, death, dissolution, removal, liquidation, or replacement of the Plan Administrator.

ARTICLE III
GENERAL PROVISIONS CONCERNING ADMINISTRATION

3.1 Register of Beneficiaries. The Plan Administrator shall maintain at all times a register of the Beneficiaries' names, mailing addresses, amounts of the Beneficiaries' respective outstanding Allowed Claims, which may also be the official claims register (the "Register"). The Register shall be limited to those Beneficiaries who are determined by the Plan Administrator as of the Effective Date to be entitled to Distributions under the Plan, other than Holders of Claims in Classes 7 and 8. The Plan Administrator shall cause the Register to be kept at its office or at such other place or places as may be designated by the Plan Administrator from time to time. The initial Register shall be delivered to the Plan Administrator by the Debtors and shall be based on the best available information at the time of the Effective Date and prepared in accordance with

the provisions of the Plan and the Confirmation Order. All references in this Agreement to Beneficiaries shall be read to mean holders of record as set forth in the Register maintained by the Plan Administrator and shall exclude any party not recorded on such Register.

3.2 Books and Records. Subject to the terms of the Plan, the Plan Administrator shall maintain books and records relating to the Administered Assets and any income and expenses associated therewith, in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. The Plan Administrator may maintain such books and records through its retained professionals.

3.3 Interim Reports. The Plan Administrator shall file with the Bankruptcy Court a report regarding the administration of the Administered Assets on a quarterly basis within thirty (30) days after the conclusion of each calendar quarter, which may also be in the form of quarterly operating reports filed with the Bankruptcy Court as required by the Office of the United States Trustee.

3.4 Segregation of Disputed Claims Reserve(s). The Plan Administrator shall segregate and account separately for each of the Disputed Claims Reserve(s) and such other remaining reserves and/or escrowed amounts as may be required under the Plan. Any tax liability associated with any of the Administered Assets shall be attributed and allocated to, and satisfied from, the specific Administered Assets giving rise to such tax liability.

3.5 Right to Seek Court Approval. The Plan Administrator shall have the right to seek Bankruptcy Court approval or direction with respect to any matter relating to the administration of the Administered Assets or its performance of its duties and responsibilities under the Plan, the Confirmation Order, or this Agreement, even if such approval is not required by the Plan, the Confirmation Order, or this Agreement.

ARTICLE IV
BENEFICIARIES

4.1 Change of Address. A Beneficiary may, after the Effective Date, select an alternative mailing address by notifying the Plan Administrator in writing of such alternative Distribution Address. Absent such notice, the Plan Administrator shall not recognize any such change of address. Such notification shall be effective only upon receipt by the Plan Administrator.

4.2 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary shall not entitle the representative or creditors of the deceased, dissolved, incapacitated, or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of any Administered Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of the Beneficiary under this Agreement.

4.3 Standing. Except as expressly provided in this Agreement, the Plan, or the Confirmation Order, a Beneficiary does not have standing to institute any action or proceeding at law or in equity against any party with respect to the Administered Assets (other than against the

Plan Administrator to the extent provided in this Agreement) or to direct the Plan Administrator to do so or not to do so.

ARTICLE V
DISTRIBUTIONS

5.1 Plan Provisions. All payments to be made by the Plan Administrator on account of obligations under the Plan shall be made only in accordance with the Plan, the Confirmation Order, and this Agreement, including as to Unclaimed Distributions and any Distributions which have been returned as deliverable or for which the Plan Administrator has been unable to effect Distribution after reasonable effort; and all limitations in the Plan or Confirmation Order as to minimum Distributions shall be applicable.

ARTICLE VI
TAXES

6.1 Compliance with Tax Laws. As set forth in the Plan, in connection with the Plan and all Distributions thereunder, to the extent applicable, the Plan Administrator is authorized to take any and all actions that may be necessary or appropriate to comply with all Tax withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions pursuant to the Plan shall be subject to any such withholding and reporting requirements.

6.2 Withholding and Reporting Requirements. The Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution. The Plan Administrator has the right, but not the obligation, to withhold a Distribution until such Holder has made arrangements satisfactory to the Plan Administrator for payment of any such tax obligations. The Plan Administrator may require, as a condition to receipt of a Distribution, that the Holder of an Allowed Claim complete and return a Form W-8, W-9 or a similar tax form, as applicable to each such Holder. If the Plan Administrator makes such a request in writing by certified U.S. mail, and the Holder fails to comply before the date that is ninety (90) days after the receipt of such request, such Holder shall be deemed to have forfeited its rights to all Distributions and the amount of such forfeited Distributions shall irrevocably revert to the Debtors, and any Claim in respect of such Distribution shall be discharged, disallowed and forever barred from assertion against the Plan Administrator or the Administered Assets.

6.3 Treatment of Disputed Claims Reserves. The Plan Administrator may elect to treat the reserve established under the Plan (the "Disputed Claims Reserve") as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9 for U.S. federal income tax purposes by timely making an election and by filing all U.S. federal income tax returns with respect to any income attributable to the Disputed Claims Reserves consistent with such treatment, in which event the Plan Administrator shall pay the U.S. federal, state, and local income taxes

attributable to the Disputed Claims Reserve, based on the items of income, deduction, credit, or loss allocable thereto. All Beneficiaries shall report, for U.S. federal income tax purposes, consistent with the foregoing. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Plan Administrator as a result of the resolutions of such Disputed Claims.

ARTICLE VII
TERMINATION OF AGREEMENT

7.1 Termination of Agreement. This Agreement shall automatically terminate and the Plan Administrator shall be discharged at such time as: (A) (i) all of the Administered Assets have been liquidated or abandoned to the Reorganized Debtors, (ii) all duties and obligations of the Plan Administrator hereunder have been fulfilled, (iii) all Distributions required to be made by the Plan Administrator under the Plan and this Agreement have been made, and (iv) the Chapter 11 Cases of the Debtors have been closed; or (B) the Plan Administrator determines in its reasonable judgment that the Administered Assets are insufficient in amount to complete the duties and powers assigned to it under the Plan, the Confirmation Order and/or this Agreement.

7.2 Winding Up and Discharge of the Plan Administrator. Upon a motion by the Plan Administrator, the Bankruptcy Court may enter an order relieving the Plan Administrator of any further duties, discharging the Plan Administrator its attorneys, financial advisors, agents, representatives, and employees.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Amendments. The Plan Administrator may modify, supplement, or amend this Agreement but only to clarify any ambiguity or inconsistency, or render the Agreement in compliance with its stated purposes, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any Beneficiary. The Plan Administrator, with the approval of the Bankruptcy Court, may modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order.

8.2 Waiver. No failure by the Plan Administrator to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

8.3 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

8.4 No Bond Required. Notwithstanding any state law to the contrary, the Plan Administrator (including any successor Plan Administrator) shall be exempt from giving any bond or other security in any jurisdiction.

8.5 Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, shall control.

8.6 Applicable Law. This Agreement, and the rights and obligations of the Plan Administrator is to be governed by and construed and administered according to the laws of the State of Delaware and the Bankruptcy Code; *provided*, *however*, that, except as expressly provided in this Agreement, there shall not be applicable (a) the provisions of Section 3540 of Title 12 of the Delaware Code, or (b) any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts which relate to or regulate: (i) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (ii) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (iv) fees or other sums payable to trustees, officers, agents, or employees of a trust; (v) the allocation of receipts and expenditures to income or principal; (vi) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; or (vii) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees, which are inconsistent with the limitations or liabilities or authorities and powers of the Plan Administrator set forth or referenced in this Agreement.

8.7 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any Entity's obligations incurred in connection herewith, including, without limitation, any action against the Plan Administrator or any Person retained by the Plan Administrator.

8.8 Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court (or any other court of competent jurisdiction) to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.9 Limitation of Benefits. Except as otherwise specifically provided in this Agreement, the Plan, or the Confirmation Order, nothing herein is intended or shall be construed to confer on or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Agreement.

8.10 Notices. All notices, requests, demands, consents, and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Plan Administrator:

Amyris, Inc.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, California 94608
Telephone: (510) 450-0761
Email: generalcounsel@amyris.com

with copies to:

GOODWIN PROCTER LLP
Jon Novotny
Three Embarcadero Center
28th Floor
San Francisco, California 94111
Telephone: (415) 733-6181
Email: jnovotny@goodwinlaw.com

-and-

GOODWIN PROCTER LLP
Michael H. Goldstein
Alexander J. Nicas
Debora A. Hoehne
The New York Times Building
620 Eighth Avenue
New York, New York 10018-1405
Telephone: (212) 813-8840
(212) 459-7460
(212) 459-7354
Email: mgoldstein@goodwinlaw.com
anicas@goodwinlaw.com
dhoehne@goodwinlaw.com

If to the Debtors:

Amyris, Inc.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, California 94608

Telephone: (510) 450-0761
Email: generalcounsel@amyris.com

with copies to:

PACHULSKI STANG ZIEHL & JONES LLP
One Sansome Street, Suite 3430
San Francisco, California 94104
Attention: Debra Grassgreen
Telephone: (415) 217-5102
Email: dgrassgreen@pszjlaw.com

-and-

PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd.
13th Floor
Los Angeles, California 90067-4003
Attention: Richard M. Pachulski
Telephone: (310) 277-6910
Email: rpachulski@pszjlaw.com

The parties may designate in writing from time to time other and additional places to which notices may be sent.

8.11 Integration. This Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by, and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Agreement.

8.12 Interpretation. The enumeration and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise.

8.13 Counterparts. This Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

[SIGNATURE PAGES FOLLOW]

THE DEBTORS

AMYRIS, INC., ON BEHALF OF ITSELF AND THE REORGANIZED DEBTORS LISTED ON EXHIBIT 1 HERETO

Name: Philip J. Gund
Title: Chief Restructuring Office

THE PLAN ADMINISTRATOR

REORGANIZED AMYRIS

By: _____
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer

Exhibit 1

Reorganized Debtors

1. Amyris, Inc., a Delaware corporation
2. AB Technologies LLC, a Delaware limited liability company
3. Aprinnova, LLC, a Delaware limited liability company

(REDLINE PLAN ADMINISTRATOR AGREEMENT)

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (the "Agreement")[1] is made ~~effective~~ this ~~[●]~~7th day of ~~_____~~May, 2024, by and among Amyris, Inc., and the other entities listed on **Exhibit 1**, attached hereto (each a "Debtor" and collectively, the "Debtors"), as reorganized pursuant to the *Second Amended Joint Chapter 11 Plan of Reorganization of Amyris, Inc. and Its Affiliated Debtors, as Modified* (as amended and confirmed, the "Plan"), ~~appointing~~and Reorganized Amyris, as the Plan Administrator appointed under the terms of the Plan, the Confirmation Order and this Agreement (and any successor thereof, the "Plan Administrator").

RECITALS

WHEREAS, on August 9 or August 21, 2023, each of the Debtors filed a voluntary chapter 11 petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, on ~~January [●]~~February 7, 2024, the Bankruptcy Court entered an order [Docket No. ~~__~~1251] (the "Confirmation Order") confirming the Plan;~~[2]~~

WHEREAS, pursuant to the terms of the Plan and the Confirmation Order, the Plan Administrator is charged with overseeing the tasks outlined in the Plan not delegated to the Creditor Trustee;

WHEREAS, pursuant to the terms of the Plan, the Plan Administrator will have full authority, duty and responsibility ~~as provided for herein~~to (i) administer the Net Proceeds, including the Third-Party Settlement Amounts allocated to Holders of Allowed Claims (other than Holders of Allowed Class 7 and Class 8 Claims) and Holders of Interests (the "Administered Assets"); (ii) fund distributions in accordance with the Plan, including payment of (x) the Claims of Holders of Allowed Administrative Claims, Allowed Professional Fees, Allowed Priority Tax Claims, U.S. Trustee Fees, and Holders of Claims in Classes 1, 2 and 3, and (y) Holders (collectively, the "Beneficiaries" and each a "Beneficiary"); and (y) Holders of Interests entitled to payment from Third-Party Release Settlement Amounts; and (iii) take other actions in accordance with and pursuant to the Plan and the Confirmation Order;

WHEREAS, the Plan Administrator ~~shall~~has been selected to be a Disbursing Agent under the Plan, with responsibility for facilitating distributions, allocations, and/or issuances in accordance with, and pursuant to, the Plan, ~~to the extent provided for herein.~~except

~~WHEREAS, for the avoidance of doubt, the Plan Administrator has no authority or responsibility~~ with respect to distributions to holders of Allowed Claims in Classes 7 and 8; and

---

[1] Unless otherwise noted, capitalized terms used herein but not yet defined have the meanings given to them elsewhere in this Agreement, in the Plan, or in the Confirmation Order, as applicable.

~~2 Unless otherwise noted, capitalized terms used herein but not yet defined have the meanings given to them elsewhere in this Agreement, in the Plan, or in the Confirmation Order, as applicable.~~

WHEREAS, on [_____ __May 7, -2024], the Plan became effective by its terms (the "Effective Date").

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the mutual agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I
THE PLAN ADMINISTRATOR

1.1 Appointment. The Plan Administrator has been approved pursuant to the Confirmation Order and has been appointed as of the Effective Date. The Plan Administrator's appointment shall continue until the earlier of (a) the termination of this Agreement or (b) the Plan Administrator's resignation, death, disability, dissolution, or removal. To effectuate an orderly and efficient transition of the administration of the Administered Assets (as defined below) from the Debtors to the Plan Administrator, the DebtorsPlan Administrator may perform certain services in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization for such performance is ratified by the execution hereof to the extent not already authorized by the Plan or Confirmation Order.

1.2 General Powers. The Plan Administrator shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the Debtors under the Plan and, the Confirmation Order to (i) administer the Net Proceeds made available under the Plan (the "Administered Assets"), (ii) fund distributions in accordance with the Plan on account of (x) the Claims of Holders of Allowed Administrative Claims, Allowed Professional Fees, Allowed Priority Tax Claims, U.S., this Agreement, and any other agreement entered into pursuant to or in connection with the Plan Trustee Fees, and Holders of Claims in Classes 1, 2 and 3; and (y) Holders of Amyris Equity Interests entitled to payment from Third-Party Release Settlement Amounts ((x) and (y), collectively, the "Distributees" and each a "Distributee"); and (iii) take other actions in accordance with the matters described in clauses (i) and (ii) as provided in and pursuant to the Plan and the Confirmation Order (collectively, clauses (i), (ii) and (iii), the "Plan Administrator Scope"). Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator may control and exercise authority over the Administered Assets and over the acquisition, management, and disposition thereof. No Person dealing with the Plan Administrator shall be obligated to inquire into the Plan Administrator's authority in connection with the acquisition, management, or disposition of the Administered Assets. The Plan Administrator shall make timely distributions of the Administered Assets in accordance with the Plan, and not unduly prolong the administration of the Administered Assets. Without limiting the generality of the foregoing, the Plan Administrator shall be expressly authorized to hold, invest, expend and distribute the Administered Assets, subject to any limitations set forth herein, in the Plan or in the Confirmation Order. In addition to the rights, powers and responsibilities set forth in sections VII.B. and VII.C. of the Plan as applicable to the Plan Administration Scope, subject to any limitations set forth in the Plan, the Confirmation Order or this Agreement, as Disbursing Agent with respect to the Administered Assets, the Plan Administrator shall have the following powers and responsibilities:

(a) ~~administer~~exercise all power and authority that may be or could have been exercised, commence any and all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the Administered Assets, by any officer, director, shareholder, or other party acting in the name of the Debtors, or their respective Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders, or other Person;

~~(a)~~(b) administer the Third-Party Release Settlement Amounts to fund distributions in accordance with the Plan ~~and the Plan Administration Scope~~, after payment of all direct out of pocket administrative, personnel, legal costs and expenses incurred after the Effective Date in making distributions provided for under the Plan with respect to holders ~~Claims and~~of Interests ~~entitled to distribution of the Administered Assets~~;

~~(b)~~(c) open and maintain bank accounts and designate additional authorized signers on bank accounts as may be necessary, calculate and make distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves;

~~(c)~~(d) receive, manage, invest, supervise, and protect the Administered Assets;

~~(d)~~(e) establish the ~~reserve from the Administered Assets of the applicable consideration for any Claims against any Debtor that are Disputed Claims as of the Distribution Record Date that are within the Plan Administration Scope,~~Disputed Claims Reserve in accordance with section VIII.D. of the Plan ~~(the "Disputed Claims Reserve")~~;

~~(e)~~(f) review and, where appropriate, object to Claims ~~that are within~~payable pursuant to the Plan ~~Administration Scope~~or the Bankruptcy Code (other than Claims in Classes 7 and 8), and litigate such objections to resolution, and supervise and administer the resolution, any settlement, and payment of ~~such~~ Allowed Claims payable pursuant to the Plan or the Bankruptcy Code (collectively, the "Claims Resolution Process") and the ~~distributions~~Distribution to the Beneficiaries;

~~(f)~~(g) make ~~distributions to the Distributees from the Administered Assets~~Distributions to the Beneficiaries and other payments, in each case as provided for, or contemplated by the Plan, the Confirmation Order, or this Agreement;

~~(g)~~(h) withhold from the amount distributable to any ~~Distributee~~Person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its reasonable discretion, may be required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision thereof;

~~(h)~~(i) enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement~~,~~ and perform all obligations thereunder;

~~(i)~~(j) ~~[~~purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable~~]~~;

~~(j)~~(k) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and ~~d~~Distribution of the Administered Assets in accordance with the Plan and Confirmation Order;

~~(k)~~(l) implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Agreement relating to the Administered Assets; and

~~(l)~~(m) take all other actions consistent with the provisions of the Plan that the Plan Administrator deems reasonably necessary or desirable to administer the Administered Assets in accordance with the Plan, the Confirmation Order, this Agreement and applicable law.

1.3 Compensation of Plan Administrator and Its Professionals and Third Parties.

(a) The initial Plan Administrator shall receive ~~no~~fair and reasonable compensation, ~~but shall be~~and reimburse~~d~~ment of its reasonable, documented expenses, ~~including the fees and expenses of any professionals retained by the Plan Administrator, for the performance of its services as set forth on **Exhibit 2** hereto, which~~which initial compensation and reimbursement shall be a charge against the Administered Assets, and shall be paid in accordance with the Plan and Confirmation Order. Any successor Plan Administrator shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein. Any change to the Plan Administrator's compensation may occur no more than once *per annum*, and shall be filed in the Chapter 11 Cases.

(b) The Plan Administrator, without Bankruptcy Court approval, shall be entitled to employ and pay third parties to assist the Plan Administrator in carrying out its responsibilities or exercising its rights. To the extent that the Plan Administrator employs any Person who would be a Professional if employed by the Debtors in the Chapter 11 Cases before the Effective Date, the Plan Administrator shall be entitled to pay such Person reasonable compensation and reimburse such Person for reasonable, documented expenses. In the event that a dispute arises between the parties regarding payment of any such compensation or expense reimbursement, the Person seeking payment may file a motion for such payment with the Bankruptcy Court, providing notice to the Plan Administrator, and any legal counsel the Plan Administrator may employ.

(c) All fees, expenses, and disbursements of the Plan Administrator shall be paid out of the Administered Assets without the requirement that the Plan Administrator seek or obtain approval of the Bankruptcy Court for any such payments or amounts; provided, however, no less frequently than on a quarterly basis, an accounting of all fees, expenses, and disbursements made by the Plan Administrator, shall be disclosed in any quarterly operating report filed by the Plan Administrator.

1.4 Replacement of the Plan Administrator. The Plan Administrator may resign at any time upon thirty (30) days' prior written notice filed with Bankruptcy Court, *provided*, that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, unless: (i) the Insurance Coverages (as defined below) terminate for

any reason other than the Plan Administrator's unreasonable refusal to renew such Insurance Coverages; or (ii) the Plan Administrator determines in its reasonable judgment that it lacks sufficient assets and financial resources to complete the duties and powers assigned to the Plan Administrator under the Plan, the Confirmation Order, and/or this Agreement, in which case such resignation may become effective without appointment of a successor Plan Administrator. The Plan Administrator may be removed by the Bankruptcy Court for cause, upon motion and after notice and a hearing, which motion may be brought by any Beneficiary. In the event of the resignation, death, Disability (as defined below), dissolution, or removal of the Plan Administrator, the Reorganized Debtor shall select a successor Plan Administrator (or, if a replacement is not promptly appointed within thirty (30) days after a triggering event, the Bankruptcy Court may appoint a replacement *sua sponte* or upon motion of any Beneficiary). Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator arising under the Plan shall be terminated; *provided*, *however*, that the original Plan Administrator's right to indemnification shall survive termination. In the event the Plan Administrator's appointment terminates by reason of termination with cause, death, or Disability, then the Reorganized Debtor may elect, upon written notice delivered to the Bankruptcy Court, to have such termination immediately effective. For purposes hereof, the term "Disability" shall mean incapacity resulting in the inability to perform services for two consecutive months or in the aggregate of seventy-five (75) days during any twelve-month period. Amounts owed to the original Plan Administrator, on the one hand, and any successor Plan Administrator, on the other, shall be allocated between them to reflect their respective periods of service and the services provided; *provided*, *however*, that the original Plan Administrator shall be compensated for all reasonable fees and expenses accrued through the effective date of its termination. In the event of the removal or resignation of any Plan Administrator with cause, such Plan Administrator shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of its termination, whether or not previously invoiced, except to the extent otherwise ordered by the Bankruptcy Court due to a termination with cause.

~~1.4~~1.5 **Agreement Continuance.** The death, Disability, dissolution, resignation, or removal of the Plan Administrator shall not terminate this Agreement or revoke any existing agency created by the Plan Administrator pursuant to this Agreement or invalidate any action theretofore taken by the Plan Administrator, and the successor ~~to the~~ Plan Administrator agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Plan Administrator, all its successors or assigns, and the ~~Distributees~~Beneficiaries.

~~1.5~~1.6 **Incorporation of the Plan.** The Plan is hereby incorporated into this Agreement and made a part hereof by this reference; *provided, however*, to the extent that there is a conflict between the provisions of this Agreement and either the Plan or the Confirmation Order, then the Plan or the Confirmation Order (as applicable) shall govern.

~~1.6~~1.7 **Relationship.** This Agreement is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, or as part of a principal and agent relationship, and nor shall the Plan Administrator or the ~~Distributees~~Beneficiaries, or any of them, for any purpose be, or be deemed to be treated in any way whatsoever to be, liable or responsible hereunder as partners~~,~~ or joint venturers.

~~1.7~~1.8 **Appointment as Estate Representative.** Upon the Effective Date, the Plan Administrator is appointed as the duly authorized representative of the Debtors and their respective Estates in accordance with section 1123 of the Bankruptcy Code with respect to the Administered Assets and for all other purposes of implementing the Plan ~~with respect to the Administered Assets~~. The Plan Administrator shall be a party-in-interest for all purposes under these ~~Chapter 11 c~~Cases within the meaning of section 1109(b) of the Bankruptcy Code.

ARTICLE II
LIABILITY OF PLAN ADMINISTRATOR

2.1 Standard of Care; Exculpation. ~~Except as provided in the Plan or in this Agreement, the Plan Administrator shall exercise its business judgment in connection with administering the Administered Assets and making distributions to the Distributees.~~ Neither the Plan Administrator nor any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator shall be liable for losses, claims, damages, liabilities, or expenses in connection with the affairs or property of the Reorganized Debtors or the Administered Assets to any ~~Distributee~~Beneficiary under the Plan, or any other Person, for the acts or omissions of the Plan Administrator under this Agreement or the Plan; *provided*, *however*, that the foregoing limitation shall not apply as to any losses, claims, damages, liabilities, or expenses suffered or incurred by any ~~Distributee~~Beneficiary that are found by a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Person or Entity. Every act done, power exercised, or obligation assumed by the Plan Administrator, or any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator, pursuant to the provisions of this Agreement shall be held to be done, exercised, or assumed, as the case may be, by the Plan Administrator, or any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator acting for and on behalf of the Plan Administrator and not otherwise; *provided*, *however*, that none of the foregoing Entities or Persons shall be deemed to be responsible for any other such Entities' or Persons' actions or inactions outside of the scope of the authority provided by the Plan Administrator. Except as provided in the proviso of the first sentence of this section, every ~~Distributee~~Beneficiary, Person, firm, corporation or other Entity contracting or otherwise dealing with or having any relationship with the Plan Administrator, and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator, shall have recourse only to the Administered Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings, or relationships and the Plan Administrator, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator shall not be individually liable therefor. For the avoidance of doubt, except as provided in the proviso of the first sentence of this section, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors or the ~~Reorganized~~Post-Effective Date Debtors.~~-~~

2.2 Indemnification.

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Plan Administrator and any director, officer, member, affiliate, employee, employer, professional,

agent, or representative of the Plan Administrator (collectively, the "Indemnified Parties") shall be defended, held harmless, and indemnified from time to time by the Reorganized Debtors against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel or others in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based on, or arising out of (directly or indirectly) the Plan Administrator's acceptance of or the performance or nonperformance of its obligations under this Agreement, the Plan, or the Confirmation Order; *provided*, *however*, such indemnity shall not apply to any such loss, claim, damage, liability, or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to be a liability for which recourse is not limited pursuant to section 2.1 above ~~(an "Indemnified Claim").~~. ~~Subject to paragraph 2.2(b), s~~Satisfaction of any obligation arising pursuant to the terms of this section shall be payable only from the Administered Assets, may be advanced prior to the conclusion of such matter, and such right to payment shall be prior and superior to any other rights to receive a ~~d~~Distribution of the Administered Assets;

(b) ~~Reorganized Amyris shall have the right to assume the defense of any Indemnified Claim and if Reorganized Amyris elects to do so the Plan Administrator shall reasonably cooperate with Reorganized Amyris in the defense of the Indemnified Claim. Subject to the approval of Reorganized Amyris,~~ The Plan Administrator shall be permitted to pay from the Administered Assets expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding, or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with the Agreement or the duties, acts, or omissions of the Plan Administrator, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise~~; provided, however, the Plan Administrator cannot settle any Indmenified Claim without the written consent of Reorganized Amyris~~.

(c) Each Indemnified Party shall, and by its acceptance of the indemnification rights hereunder hereby undertakes to, repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Agreement.

2.3 No Liability for Acts of Successor/Predecessor Plan Administrators. Upon the appointment of a successor Plan Administrator and the delivery of the then remaining Administered Assets to the successor Plan Administrator, the predecessor Plan Administrator and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the predecessor Plan Administrator shall have no further liability or responsibility with respect thereto (other than liabilities arising prior to the cessation of its role as Plan Administrator). A successor Plan Administrator shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor Plan Administrator shall be in any way liable for the acts or omissions of any predecessor Plan Administrator, unless a successor Plan Administrator expressly assumes such responsibility. A predecessor Plan Administrator shall have no liability for the acts or omissions of any immediate or subsequent successor Plan Administrator for any events or occurrences subsequent to the cessation of its role as Plan Administrator.

2.4 Reliance by Plan Administrator on Documents or Advice of Counsel. Except as otherwise provided in this Agreement, the Plan Administrator, any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Plan Administrator may rely, and shall be protected from liability for acting, ~~(i) in reliance on the advice of counsel; or (ii)~~ on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Plan Administrator to be genuine and to have been presented by an authorized party.

2.5 Insurance. The Plan Administrator may obtain commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations set forth herein ~~if the Plan Administrator is not~~or may be added to the Reorganized Debtors' existing insurance policies (the "Insurance Coverages").

2.6 Survival. The provisions of this Article II shall survive the termination of this Agreement and the resignation, death, dissolution, removal, liquidation, or replacement of the Plan Administrator.

ARTICLE III
GENERAL PROVISIONS CONCERNING ADMINISTRATION

3.1 Register of ~~Distributees~~Beneficiaries. The Plan Administrator shall maintain at all times a register of the ~~Distributees~~Beneficiaries' names, mailing addresses, amounts of the Beneficiaries' respective outstanding Allowed Claims ~~or Allowed Interests of the Distribution Record Date~~, which may also be the official claims register (the "Register"). The Register shall be limited to those ~~Distributees~~Beneficiaries who are determined by the Plan Administrator as of the Effective Date to be entitled to ~~d~~Distributions ~~as of the Distributin Record Date of the Administered Assets~~ under the Plan, other than Holders of Claims in Classes 7 and 8. The Plan Administrator shall cause the Register to be kept at its office or at such other place or places as may be designated by the Plan Administrator from time to time. The initial Register shall be delivered to the Plan Administrator by the Debtors and shall be based on the best available information at the time of the Effective Date and prepared in accordance with the provisions of the Plan and the Confirmation Order. All references in this Agreement to Beneficiaries shall be read to mean holders of record as set forth in the Register maintained by the Plan Administrator and shall exclude any party not recorded on such Register.

3.2 Books and Records. Subject to the terms of the Plan, the Plan Administrator shall maintain books and records relating to the Administered Assets and any income and expenses associated therewith, in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. The Plan Administrator may maintain such books and records through its retained professionals.

3.3 Interim Reports. The Plan Administrator shall file with the Bankruptcy Court a report regarding the administration of the Administered Assets on a quarterly basis within thirty (30) days after the conclusion of each calendar quarter, which may also be in the form of quarterly operating reports filed with the Bankruptcy Court as required by the Office of the United States Trustee.

3.4 Segregation of Disputed Claims Reserve(s). The Plan Administrator shall segregate and account separately for each of the Disputed Claims Reserve(s) and such other remaining reserves and/or escrowed amounts as may be required under the Plan ~~with respect to the Administered Assets~~. Any tax liability associated with any of the Administered Assets shall be attributed and allocated to, and satisfied from, the specific Administered Assets giving rise to such tax liability.

3.5 Right to Seek Court Approval. The Plan Administrator shall have the right to seek Bankruptcy Court approval or direction with respect to any matter relating to the administration of the Administered Assets or its performance of its duties and responsibilities under the Plan, the Confirmation Order, or this Agreement ~~with respect to the Administered Assets~~, even if such approval is not required by the Plan, the Confirmation Order, or this Agreement.

ARTICLE IV
~~DISTRIBUTEES~~BENEFICIARIES

4.1 Change of Address. A ~~Distributee~~Beneficiary may, after the Effective Date, select an alternative mailing address by notifying the Plan Administrator in writing of such alternative ~~d~~Distribution ~~a~~Address. Absent such notice, the Plan Administrator shall not recognize any such change of address. Such notification shall be effective only upon receipt by the Plan Administrator.

4.2 Effect of Death, Dissolution, Incapacity, or Bankruptcy of ~~Distributee~~Beneficiary. The death, dissolution, incapacity, or bankruptcy of a ~~Distributee~~Beneficiary shall not entitle the representative or creditors of the deceased, dissolved, incapacitated, or bankrupt ~~Distributee~~Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of any Administered Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of the ~~Distributee~~Beneficiary under this Agreement.

4.3 Standing. Except as expressly provided in this Agreement, the Plan, or the Confirmation Order, a ~~Distributee~~Beneficiary does not have standing to institute any action or proceeding at law or in equity against any party with respect to the Administered Assets (other than against the Plan Administrator to the extent provided in this Agreement) or to direct the Plan Administrator to do so or not to do so.

ARTICLE V
DISTRIBUTIONS

5.1 Plan Provisions. All payments to be made by the Plan Administrator on account of ~~the Administered Assets~~obligations under the Plan shall be made only in accordance with the Plan, the Confirmation Order, and this Agreement, including as to Unclaimed Distributions and any ~~d~~Distributions ~~that~~which have been returned as deliverable or for which the Plan Administrator has been unable to effect ~~d~~Distribution after reasonable effort; and all limitations in the Plan or Confirmation Order as to minimum ~~d~~Distributions shall be applicable.

ARTICLE VI
TAXES

6.1 Compliance with Tax Laws. As set forth in the Plan, in connection with the Plan and all ~~d~~Distributions thereunder, to the extent applicable, the Plan Administrator is authorized to take any and all actions that may be necessary or appropriate to comply with all Tax withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all ~~d~~Distributions pursuant to the Plan shall be subject to any such withholding and reporting requirements.

6.2 Withholding and Reporting Requirements. The Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all ~~d~~Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim ~~or Allowed Interest~~ that is to receive a ~~d~~Distribution ~~of~~under the ~~Administered Assets~~Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such ~~d~~Distribution. The Plan Administrator has the right, but not the obligation, to withhold a ~~d~~Distribution until such Holder has made arrangements satisfactory to the Plan Administrator for payment of any such tax obligations. The Plan Administrator may require, as a condition to receipt of a ~~d~~Distribution, that the Holder of an Allowed Claim ~~or Allowed Interest to~~ complete and return a Form W-8, W-9 or a similar tax form, as applicable to each such Holder. If the Plan Administrator makes such a request in writing by certified U.S. mail, and the Holder fails to comply before the date that is ninety (90) days after the receipt of such request, such Holder shall be deemed to have forfeited its rights to all ~~d~~Distributions and the amount of such forfeited ~~d~~Distributions shall irrevocably revert to the ~~Reorganized~~ Debtors, and any ~~right to receive~~Claim in respect of such ~~d~~Distribution shall be discharged, disallowed and forever barred from assertion against the Plan Administrator or the Administered Assets.

6.3 Treatment of Disputed ~~Distribution~~Claims Reserves. The Plan Administrator may elect to treat the reserve established under the Plan (the "Disputed ~~Distribution~~Claims Reserve") as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9 for U.S. federal income tax purposes by timely making an election and by filing all U.S. federal income tax returns with respect to any income attributable to the Disputed ~~Distribution~~Claims Reserves consistent with such treatment, in which event the Plan Administrator shall pay the U.S. federal, state, and local income taxes attributable to the Disputed ~~Distribution~~Claims Reserve, based on the items of income, deduction, credit, or loss allocable thereto. All ~~Distributees~~Beneficiaries shall report, for U.S. federal income tax purposes, consistent with the foregoing. In the event, and to the extent, any Cash retained on account of Disputed Claims ~~or Disputed Interests~~ in the Disputed ~~Distribution~~ Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims ~~or Disputed Interests~~, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims ~~or Disputed Interests~~, or (ii) to the extent such Disputed Claims ~~or Disputed Interests~~ have subsequently been resolved, deducted from any amounts distributable by the Plan Administrator as a result of the resolutions of such Disputed Claims ~~or Disputed Interests~~.

ARTICLE VII
TERMINATION OF AGREEMENT

7.1 Termination of Agreement. This Agreement shall automatically terminate and the Plan Administrator shall be discharged at ~~the first to occur of~~such time as: (A) (i) all of the Administered Assets have been liquidated or abandoned to the Reorganized Debtors, (ii) all duties and obligations of the Plan Administrator hereunder have been fulfilled, (iii) all ~~d~~Distributions required to be made ~~of the Administered Assets~~ by the Plan Administrator under the Plan and this Agreement have been made, and (iv) the Chapter 11 Cases of the Debtors have been closed; or (B) the Plan Administrator determines in its reasonable judgment that the Administered Assets are insufficient in amount to complete the duties and powers assigned to it under the Plan, the Confirmation Order and/or this Agreement.

7.2 Winding Up and Discharge of the Plan Administrator. Upon a motion by the Plan Administrator, the Bankruptcy Court may enter an order relieving the Plan Administrator of any further duties, discharging the Plan Administrator its attorneys, financial advisors, agents, representatives, and employees.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Amendments. The Plan Administrator may modify, supplement, or amend this Agreement but only to clarify any ambiguity or inconsistency, or render the Agreement in compliance with its stated purposes, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any ~~Distributee~~Beneficiary.~~–~~ The Plan Administrator, with the approval of the Bankruptcy Court, may modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order.

8.2 Waiver. No failure by the Plan Administrator to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

8.3 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

8.4 No Bond Required. Notwithstanding any state law to the contrary, the Plan Administrator (including any successor Plan Administrator) shall be exempt from giving any bond or other security in any jurisdiction.

8.5 Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan ~~with respect to the Administered Assets~~ and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable ~~to the Administered Assets~~, shall control.

8.6 Applicable Law. This Agreement, and the rights and obligations of the Plan Administrator is to be governed by and construed and administered according to the laws of the State of Delaware and the Bankruptcy Code; *provided*, *however*, that, except as expressly provided in this Agreement, there shall not be applicable (a) the provisions of Section 3540 of Title 12 of the Delaware Code, or (b) any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts which relate to or regulate: (i) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (ii) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (iv) fees or other sums payable to trustees, officers, agents, or employees of a trust; (v) the allocation of receipts and expenditures to income or principal; (vi) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; or (vii) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees, which are inconsistent with the limitations or liabilities or authorities and powers of the Plan Administrator set forth or referenced in this Agreement.

8.7 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any Entity's obligations incurred in connection herewith, including, without limitation, any action against the Plan Administrator or any Person retained by the Plan Administrator.

8.8 Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court (or any other court of competent jurisdiction) to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.9 Limitation of Benefits. Except as otherwise specifically provided in this Agreement, the Plan, or the Confirmation Order, nothing herein is intended or shall be construed to confer on or to give any person other than the parties hereto and the ~~Distrbutees~~Beneficiaries any rights or remedies under or by reason of this Agreement.

8.10 Notices. All notices, requests, demands, consents, and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Plan Administrator:

Amyris, Inc.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, California 94608

Telephone: (510) 450-0761
Email: generalcounsel@amyris.com

with copies to:

GOODWIN PROCTER LLP
Jon Novotny
Three Embarcadero Center
28th Floor
San Francisco, California 94111
Telephone: (415) 733-6181
Email: jnovotny@goodwinlaw.com

-and-

~~[TBD]~~GOODWIN PROCTER LLP

~~*If to the Reorganized Debtors*:~~

~~[_____]~~.

Michael H. Goldstein
Alexander J. Nicas
Debora A. Hoehne
The New York Times Building
620 Eighth Avenue
New York, New York 10018-1405
Telephone: (212) 813-8840
(212) 459-7460
(212) 459-7354
Email: mgoldstein@goodwinlaw.com
anicas@goodwinlaw.com
dhoehne@goodwinlaw.com

If to the Debtors:

Amyris, Inc.
Attention: General Counsel
5885 Hollis Street, Suite 100
Emeryville, California 94608
Telephone: (510) 450-0761
Email: generalcounsel@amyris.com

with copies to:

PACHULSKI STANG ZIEHL & JONES LLP

One Sansome Street, Suite 3430
San Francisco, California 94104
Attention: Debra Grassgreen
Telephone: (415) 217-5102
Email: dgrassgreen@pszjlaw.com

-and-

PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd.
13th Floor
Los Angeles, California 90067-4003
Attention: Richard M. Pachulski
Telephone: (310) 277-6910
Email: rpachulski@pszjlaw.com

The parties may designate in writing from time to time other and additional places to which notices may be sent.

8.11 Integration. This Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by, and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Agreement.

8.12 Interpretation. The enumeration and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise.

8.13 Counterparts. This Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

[SIGNATURE PAGES FOLLOW]

THE ~~REORGANIZED~~ DEBTORS

AMYRIS, INC., ON BEHALF OF ITSELF AND THE REORGANIZED DEBTORS LISTED ON EXHIBIT 1 HERETO

_____

Name: Philip J. Gund
Title: Chief Restructuring Office

THE PLAN ADMINISTRATOR

~~[TBD]~~REORGANIZED AMYRIS

By: _____
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer

Exhibit 1

Reorganized Debtors

~~Exhibit 2~~

1. Amyris, Inc., a Delaware corporation

2. AB Technologies LLC, a Delaware limited liability company

3. ~~Compensation of Plan Administrator~~Aprinnova, LLC, a Delaware limited liability company

EXHIBIT P

(SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND PROPOSED CURE AMOUNTS)

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
10K Advertising	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
1185 Design	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/15/2010	$0.00
2nd Watch, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2023	$0.00
3 Model Management	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2023	$0.00
334 W Consulting Cop	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2022	$0.00
3M Innovative Properties Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement Amendment	10/13/2009	$0.00
3M Innovative Properties Company	Amyris, Inc.	Amendment to CDA # C254379		$0.00
3M Innovative Properties Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2009	$0.00
3M Innovative Properties Company	Amyris, Inc.	Confidential Disclosure Agreement C254379 Effective	7/4/2023	$0.00
5150 Craft Chocolate	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2019	$0.00
5w Public Relations, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/7/2022	$0.00
A. Patterson	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
A. UNILEVER GLOBAL IP LIMITED; Unilever UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Second Amending Agreement	10/5/2023	$0.00
A.N. DERINGER, INC.	Amyris, Inc.	Confidential Disclosure Agreement	12/15/2010	$0.00
Aaron Heil	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2022	$0.00
Aaron Hernday	Amyris, Inc.	Nondisclosure Agreement	3/22/2011	$0.00
AB Mauri Food Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	2/21/2019	$0.00
AB Mauri Food Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	10/26/2015	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	Indemnification Agreement	5/28/2021	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	Material Transfer Agreement	12/15/2022	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	First Amendment to Purchase Agreement	6/30/2020	$0.00
Abbott Laboratories	Amyris, Inc.	Assignment of Non-Disclosure Agreement	9/13/2012	$0.00
Abbott Laboratories	Amyris, Inc.	Bilateral Confidential Disclosure Agreement	3/19/2010	$0.00
AbbVie Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2018	$0.00
ABCO Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2015	$0.00
Abimanyu Raja	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
ABITEC Corporation	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	2/20/2017	$0.00
Abunda Nutrition, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	3/14/2011	$0.00
Acceleration Partners, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
Accelrys Software Inc.	Amyris, Inc.	Mutual Non-Disclosure and Confidentiality Agreement	3/6/2013	$0.00
ACCESS BUSINESS GROUP INTERNATIONAL LLC; Centerchem, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2015	$0.00
ACF FinCo I LP	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	9/15/2015	$0.00
Acme Press. Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
ACORN NMR, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	8/23/2019	$0.00
ACORN NMR, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/3/2018	$0.00
ACT Solutions Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2012	$0.00
Acticar Guarani S.A.	Amyris, Inc.	MOU and Confidentiality Agreement	9/8/2009	$0.00
Action Letter, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2022	$0.00
ACUCAR GUARANI S.A.; TOTAL GAS & POWER VENTURES SAS.	Amyris, Inc.	Confidentiality Agreement	9/16/2010	$0.00
AcuTech Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/9/2015	$0.00
ADAM ELHOFY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/6/2011	$0.00
Adam Navidi	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Adam Rubin	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Adam Safir	Amyris, Inc.	Nondisclosure Agreement	4/13/2010	$0.00
Adam Thomason	Amyris, Inc.	Nondisclosure Agreement	1/24/2010	$0.00
Adams & Chittenden Scientific Glass Coop	Amyris, Inc.	Confidential Disclosure Agreement	11/14/2022	$0.00
ADAPTIVE INSIGHTS, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/23/2015	$0.00
Addivant USA, LLC.	Aprinnova, LLC	Bilateral Confidential and Sample Disclosure Agreement	10/30/2017	$0.00
Adele Jackson-Gibson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2022	$0.00
Adesis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2021	$0.00
Adesis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2018	$0.00
Adia Betts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/24/2022	$0.00
Aditya Dighe	Amyris, Inc.	Nondisclosure Agreement	10/19/2010	$0.00
Adjuvance Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2017	$0.00
Adjuvance Technologies, Inc.; GlaxoSmithKline Biologicals SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2017	$0.00
ADL Bionatur Solutions SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2020	$0.00
ADP, Inc.	Amyris, Inc.	Business Services Agreement	11/29/2010	$0.00
Adrich Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2022	$0.00
Adrienne Alvord	Amyris, Inc.	Nondisclosure Agreement	8/28/2007	$0.00
ADSORPTION RESEARCH INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	11/7/2011	$0.00
Advaccine (Suzhou) Biopharmaceuticals Co., Ltd.	Amyris, Inc.	Material Transfer Agreement	2/19/2021	$0.00
Advanced Lubrication Specialties	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2011	$0.00
Advanced Science Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2021	$0.00
Advantage Sales & Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2020	$0.00
AEA Investors SBF LP	Amyris, Inc.	Amyris, Inc. Confidential Disclosure Agreement	10/12/2023	$0.00
AFTON CHEMICAL CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2011	$0.00
AGECOM AMERIC INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/26/2011	$0.00
Agilent Technologies Automation Solutions	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2010	$0.00
Agilent Technologies Inc	Amyris, Inc.	Confidential Disclosure Agreement	11/3/2014	$0.00
Agilent Technologies Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	10/1/2015	$0.00
Agilent Technologies Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2013	$0.00
Agilent Technologies Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2013	$0.00
Agilent Technologies, Inc.	Amyris, Inc.	Confidential Disclosure Agreement		$0.00
Agilent Technologies, Inc.; ARZEDA CORPORATION; Bruker Corporation; M2P-LABS GMBH; RUPRECHT-KARLS-UNIVERSITAT HEIDELBERG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/15/2015	$0.00
AgraQuest, Inc.	Amyris, Inc.	Non-Disclosure Agreement	5/7/2011	$0.00
Agriodor	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Ai Ai Chen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2022	$0.00
AIBMR Life Sciences, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2019	$0.00
Aimee Eyvazzadeh	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
AIR FORCE RESEARCH LABORATORY MATERIALS AND MANUFACTURING DIRECTORATE	Amyris, Inc.	Material Transfer Agreement	9/18/2022	$0.00
AIR PRODUCTS AND CHEMICALS, INC.	Amyris, Inc.	Confidential Information/Sample Agreement	12/1/2016	$0.00
AJINOMOTO FOODS EUROPE	Amyris, Inc.	Confidentiality & Non-Disclosure Agreement	6/1/2023	$0.00
Ajinomoto Health & Nutrition North America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/26/2018	$0.00
Ajinomoto Health & Nutrition North America, Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
AKER SOLUTIONS AS.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2010	$0.00
AKI, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/15/2019	$0.00
AKI, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	1/7/2015	$0.00
Akia D. Chiappelli	Amyris, Inc.	Nondisclosure Agreement	3/24/2010	$0.00
AKLERGISA PESQUISA DERMATO COSMÉTICA LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2021	$0.00
AKN & SONS LTD	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2021	$0.00
Akron Polymer System, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2013	$0.00
Akron Rubber Development Laboratory, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/14/2013	$0.00
Akzo Nobel Surface Chemistry LLC	Amyris, Inc.	Confidentiality Agreement	1/4/2017	$0.00
Alan Ronald	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Alana Cavanzo	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/23/2022	$0.00
Alaska Airlines, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2015	$0.00
Alation, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/15/2022	$0.00
ALBANY MOLECULAR RESEARCH, INC.	Amyris, Inc.	Exhibit A-3	8/31/2020	$0.00
ALBANY MOLECULAR RESEARCH, INC.	Amyris, Inc.	Exhibit A-1	8/11/2020	$0.00
Albany Molecular Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2017	$0.00
Albany Molecular Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2017	$0.00
Albemarle Corporation	Amyris, Inc.	Re: Letter Amendment — 2" Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
ALBEMARLE CORPORATION	Amyris, Inc.	Re: Letter Amendment — 1S1 Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
Albemarle Corporation	Amyris, Inc.	Re: Letter Amendment — 3Rd Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
Albemarle Corporation	Amyris, Inc.	Standard Confidentiality Agreement	1/31/2010	$0.00
Alconox Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2020	$0.00
Alder BioPharmaceuticals, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/3/2018	$0.00
Alder BioPharmaceuticals, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/3/2018	$0.00
Alejandro Gusis	Amyris, Inc.	Indemnity Agreement		$0.00
Alexandre du Sartel	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Alfa Global Holdings Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2020	$0.00
Alfa Laval Inc.	Amyris, Inc.	Field Test Equipment Rental Proposal No. Rwft20140	12/7/2011	$0.00
Alfa Laval, Inc.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	9/22/2011	$0.00
Alice Smellie	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/15/2021	$0.00
Aline Cornells	Amyris, Inc.	Nondisclosure Agreement	9/2/2010	$0.00
Alison Brod Public Relations	Amyris, Inc.	Confidential Disclosure Agreement	12/9/2014	$0.00
ALLCAPCORP, LTD. CO.	Amyris, Inc.	RE: Confidentiality Agreement for Project As-299201	5/20/2015	$0.00
Allen Julian	Amyris, Inc.	Confidential Disclosure Agreement	3/31/2012	$0.00
Allen Lin	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
ALLERGISA PESQUISA DERMATO COSMÉTICA LTDA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2021	$0.00
ALLERGISA PESQUISA DERMATO-COSMETICA LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2021	$0.00
Alliance for Sustainable Energy, LLC	Amyris, Inc.	Bilateral Non-Disclosure Agreement	6/8/2023	$0.00
Alliance for Sustainable Energy, LLC; Ceres, Inc.; ICM, Inc.	Amyris, Inc.	Bilateral Non-Disclosure Agreement	2/4/2010	$0.00
Almac Group Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Almac Group Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Alsara Investment Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2023	$0.00
Altimmune, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/27/2021	$0.00
Altimmune, Inc.; Lonza Houston, Inc.	Amyris, Inc.	Confidentiality Agreement	9/24/2021	$0.00
Alvin Tiu	Amyris, Inc.	Nondisclosure Agreement	12/17/2010	$0.00
AMAIA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/29/2021	$0.00
Amanda Chai	Amyris, Inc.	Nondisclosure Agreement	2/1/2010	$0.00
Amanda K. Duisman	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Amazon Web Services, Inc.	Amyris, Inc.	AWS Customer Agreement		$182,655.95
Amazon.com, Inc.	Amyris, Inc.	Customer Nondisclosure Agreement	8/30/2012	$0.00
Amber International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
American Chemical Society	Amyris, Inc.	Non-Disclosure Agreement	8/8/2011	$0.00
American Custom Drying	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2020	$0.00
AMERICAN REFINING GROUP INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2011	$0.00
American Type Culture Collection	Amyris, Inc.	Biorepository Services Agreement	3/16/2020	$0.00
Ameridia Innovative Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/21/2020	$0.00
AMETEK SAS	Amyris, Inc.	Confidential Disclosure Agreement	8/30/2012	$0.00
AMG ENGINEERING, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/21/2011	$0.00
AMG, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
Amoolya Singh	Amyris, Inc.	Nondisclosure Agreement	2/17/2011	$0.00
AMP Printing Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2018	$0.00
AMPAC FINE CHEMICALS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/7/2010	$0.00
AMPAC Fine Chemicals LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2020	$0.00
Amrit Saxena	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
AMTECOL, INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/14/2011	$0.00
AMY ANDREWS	Amyris, Inc.	Confidential Disclosure Agreement	4/19/2018	$0.00
Amy Rowat	Amyris, Inc.	Nondisclosure Agreement	5/7/2010	$0.00
Amyris	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2011	$0.00
Amyris Brasil Ltda	Amyris, Inc.	Free Lease Agreement Contrato DE Comodato	4/25/2013	$0.00
Amyris RealSweet, LLC	Amyris, Inc.	Shared Services Agreement	6/1/2021	$0.00
Ana Dutra	Amyris, Inc.	Indemnity Agreement		$0.00
ANA KERTESZ	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
Analytical Technologies Group, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/18/2018	$0.00
AnalytiCon Discovery GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/20/2023	$0.00
Anandia Laboratories Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2015	$0.00
And Sales Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2022	$0.00
AND! SALES INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2022	$0.00
Anderson Merchandisers, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/13/2022	$0.00
Andrea Slayton	Amyris, Inc.	First Amendment Nondisclosure Agreement	1/1/2013	$0.00
Andrea Slayton	Amyris, Inc.	Nondisclosure Agreement	3/17/2011	$0.00
Andrew Horwitz	Amyris, Inc.	Nondisclosure Agreement	3/29/2011	$0.00
Andrew Horwitz	Amyris, Inc.	Nondisclosure Agreement	11/19/2010	$0.00
Andrew McFarland	Amyris, Inc.	'Amyris Biotechnologies, Inc. Nondisclosure Agreement	6/29/2010	$0.00
ANDREW MURLEY	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2013	$0.00
Andrew Phillips	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2012	$0.00
Andrew Utada	Amyris, Inc.	Nondisclosure Agreement	4/5/2010	$0.00
ANDRITZ Separation Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2018	$0.00
Angela Wong	Amyris, Inc.	Nondisclosure Agreement	6/26/2012	$0.00
ANIMAL NUTRI CONSULTORIA EM NUTRICAO ANIMAL LTDA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2018	$0.00
Animal Nutri Consultoria em Nutricao Animial Ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/20/2018	$0.00
Anisa International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
Anisa International Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/27/2020	$0.00
Anna Twigg	Amyris, Inc.	Nondisclosure Agreement	2/12/2010	$0.00
Anne Fishman	Amyris, Inc.	Nondisclosure Agreement	9/25/2010	$0.00
Annie Le	Amyris, Inc.	Nondisclosure Agreement	8/12/2011	$0.00
Antea USA Inc, a Minnesota Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Anthony Chi	Amyris, Inc.	Nondisclosure Agreement	12/7/2011	$0.00
Anthony Spizvoca	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Antibioticos de Leon, S.L.U.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/31/2017	$0.00
Antibioticos de Leon, S.L.U.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/12/2017	$0.00
Antibioticos de Leon, SLU	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	8/1/2016	$0.00
Antibioticos de Leon, SLU	Amyris, Inc.	Confidential Disclosure Agreement	7/5/2015	$0.00
ANTIBIOTICOS S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/16/2010	$0.00
Antibioticos, S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2013	$0.00
Antibioticos, S.A.; Zean Consultores	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Anton Paar USA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2021	$0.00
AOC LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/31/2016	$0.00
AON CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2011	$0.00
Aon Risk Insurance Services West, inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Apex International Mfg., Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/9/2014	$0.00
Apex International Mtg.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Apiscent Labs, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/11/2018	$0.00
Apiscent Labs, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2017	$0.00
APOTEX INC	Amyris, Inc.	Agreement	11/10/2015	$0.00
APOTEX INC.	Amyris, Inc.	Mutual Confidentiality Agreement	11/8/2016	$0.00
Applied Research Associates, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/6/2014	$0.00
AptarGroup, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Apttus Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/15/2011	$0.00
Arc'hant Consult	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2013	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2022	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2019	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2015	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Confidential Disclosure Agreement	9/12/2023	$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Amended and Restated Confidential Disclosure Agreement	9/26/2023	$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Confidentiality Agreement (Mutual)	1/8/2018	$0.00
ARD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2016	$0.00
ARD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2013	$0.00
AREA 17	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/5/2022	$0.00
Arena Investors, LP	Amyris, Inc.	Confidential Disclosure Agreement	9/6/2016	$0.00
Arizona Board of Regents	Amyris, Inc.	Confidentiality Agreement	4/20/2011	$0.00
Arizona Nutritional Supplements	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
Armelle Pin	Amyris, Inc.	Nondisclosure Agreement	8/11/2010	$0.00
Aromatic Fillers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2022	$0.00
Aron Filkey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2021	$0.00
Art Partner Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2021	$0.00
Arthur D. Little Benelux sa/nv	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	4/13/2012	$0.00
Arthur D. Little Benelux sa/nv	Amyris, Inc.	Confidential Disclosure Agreement	10/14/2011	$0.00
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.	Amyris, Inc.	Client Services Agreement	5/7/2021	$0.00
ARTISAN INDUSTRIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2010	$0.00
Arul Daniel	Amyris, Inc.	Nondisclosure Agreement	6/1/2011	$0.00
Arxada AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2022	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement (The "Agreement")	8/3/2023	$0.00
Arxada Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2022	$0.00
Aryaka Networks, inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/15/2013	$0.00
ARZEDA Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2019	$0.00
Arzeda Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/11/2014	$0.00
Ascend Performance Materials Operations LLC	Aprinnova, LLC	Confidentiality Agreement	9/12/2017	$0.00
Ashland Inc.	Amyris, Inc.	Amendment #1 to Secrecy Agreement	8/17/2010	$0.00
Ashlee Nunes	Amyris, Inc.	Nondisclosure Agreement	12/1/2011	$0.00
Ashley Abramson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
Ashley Lee	Amyris, Inc.	Nondisclosure Agreement	3/1/2011	$0.00
Aspen Technology, Inc.	Amyris, Inc.	Re: Proposal for Private Virtual Tutoring Training	12/17/2012	$0.00
Asteroid, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/12/2021	$0.00
AstraZeneca UK Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2019	$0.00
Asymchem Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2020	$0.00
AT&T Corp.	Amyris, Inc.	Non-Disclosure Agreement	3/26/2015	$0.00
ATEL VENTURES, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/9/2010	$0.00
Athea Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2014	$0.00
Aubri Balk Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
Aura FX Studios, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/21/2022	$0.00
Aurisco Pharmaceutical Limited	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2016	$0.00
Autajon Packaging Boston	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2022	$0.00
Automation Partnership (Cambridge) Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/12/2014	$0.00
Avanti Polar Lipids, Inc.	Amyris, Inc.	Confidential Non-Disclosure Agreement		$0.00
Avanti Polar Lipids, LLC	Amyris, Inc.	Material Transfer Agreement	6/7/2022	$0.00
Avanti Polar Lipids, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2021	$0.00
Avanti Polar Lipids, LLC, an Alabama limited liability company	Amyris, Inc.	Materials Transfer Agreement		$0.00
AVANTIUM CHEMICALS B.V.	Amyris, Inc.	Confidentiality Agreement	4/1/2010	$0.00
Avery Dennison Corporation	Amyris, Inc.	Confidentiality/Non-Disclosure Agreement	11/15/2011	$0.00
Avista Pharma Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2017	$0.00
Avocados and Coconuts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2021	$0.00
Avomeen, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/28/2018	$0.00
Avon Products, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/2/2022	$0.00
AVR Consulting Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2021	$0.00
AXIM Biotechnologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2016	$0.00
AXIS Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
AXYS Industrial Solutions, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/23/2012	$0.00
Ayton Global Research Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2021	$0.00
Azfar Qureshi	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Azimuth Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2022	$0.00
Baby Center LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2019	$0.00
Balance Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	10/6/2021	$0.00
BAM Federal Institute for Materials Research and Testing; Panolin AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
BaM Productions Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2022	$0.00
Bamboo HR LLC	Amyris, Inc.	Nondisclosure Agreement	5/25/2017	$0.00
Bambuser AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2021	$0.00
Banco Itau BBA S.A.	Amyris, Inc.	Non-Disclosure Agreement	2/17/2010	$0.00
Bank of America, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2012	$0.00
Bann Quimica, Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2014	$0.00
Banner Technology, Inc	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2011	$0.00
BAOSHENG LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2020	$0.00
Barnet Products LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2022	$0.00
Barnum Mechanical Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/14/2017	$0.00
Barnum Mechanical Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
barrettSF	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/2/2021	$0.00
Bart Oud	Amyris, Inc.	Nondisclosure Agreement	11/1/2013	$0.00
BARTRAM SPONSORSHIP STRATEGIES, LLC.	Amyris, Inc.	Confidential Disclosure Agreement	1/24/2011	$0.00
BASF Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/23/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
BASF S.A.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/5/2016	$0.00
BASF SE	Amyris, Inc.	Second Amendment to Secrecy Agreement	8/22/2012	$0.00
BASF SE	Amyris, Inc.	First Amendment to Secrecy Agreement	7/9/2012	$0.00
BASF SE	Amyris, Inc.	Confidentiality Agreement	9/5/2013	$0.00
BASF SE	Amyris, Inc.	Confidentiality Agreement	11/2/2010	$0.00
BATEMAN ADVANCED TECHNOLOGIES, LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2011	$0.00
Battelle Memorial Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2012	$0.00
Battelle Memorial Institute	Amyris, Inc.	Confidential Disclosure Agreement	6/3/2010	$0.00
Bay Area Graphics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
Bay Cities Container Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
Bayer CropScience LP	Amyris, Inc.	Non-Disclosure Agreement	11/23/2010	$0.00
BCENE Public Relations	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2021	$0.00
BEAUTYPASTE, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/26/2022	$0.00
Beazley USA Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2019	$0.00
Beckman Coulter, Inc.	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	1/19/2012	$0.00
Bedoukian Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2016	$0.00
Bedoukian Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
Beekman Social LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Beiersdorf AG	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	9/23/2016	$0.00
Beiersdorf AG	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	10/1/2015	$0.00
Beiersdorf AG; Safic-Alcan Deutschland GmbH	Amyris, Inc.	Non-Disclosure Agreement	1/10/2014	$0.00
Beijing Holley-Cotec Pharmaceuticals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2014	$0.00
Beijing Jiyao Biotech Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/7/2019	$0.00
Bella PR	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Ben Sandmann	Amyris, Inc.	Nondisclosure Agreement	4/22/2011	$0.00
Ben Shirey	Amyris, Inc.	Nondisclosure Agreement	7/27/2012	$0.00
Benchling, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2020	$0.00
Benchling, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2014	$0.00
Benchling, Inc.	Amyris, Inc.	Benchling, Inc. Change Order	1/1/2024	$0.00
Benchmark Asset Appraisals	Amyris, Inc.	Confidential Disclosure Agreement	7/28/2016	$0.00
Benchmark Cosmetic Laboratories, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/28/2011	$0.00
Benchmark Cosmetic Laboratories, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/27/2011	$0.00
BENEO GmbH	Amyris, Inc.	Confidentiality Agreement	3/20/2017	$0.00
Benjamin Kaufmann	Amyris, Inc.	Nondisclosure Agreement	4/27/2011	$0.00
Bentley Laboratories, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2018	$0.00
Bentley Laboratories, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2015	$0.00
Benz Technology International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2016	$0.00
Benz Technology International, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2021	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Amendment No. 17O Mutual Confidential Disclosure Agreement	11/25/2019	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/26/2018	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2017	$0.00
Berkley Professional Liability	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Berlin Packaging, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/8/2014	$0.00
Berma, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Bernard Cerles	Amyris, Inc.	Nondisclosure Agreement	4/25/2012	$0.00
Berniedette A. Flores	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Best Ever Baby, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	10/1/2015	$0.00
Beta Analytic Inc.	Amyris, Inc.	Confidentiality Agreement	3/23/2011	$0.00
Beth Peterson Enterprises, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	11/17/2010	$0.00
Bettie Lee	Amyris, Inc.	Nondisclosure Agreement	2/4/2011	$0.00
Beyond Meat	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2013	$0.00
Bic Violex S.A.	Amyris, Inc.	MNDA	1/9/2024	$0.00
BICO Group AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2023	$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	4/23/2021	$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Mutual Confidentiality Disclosure Agreement		$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Letter Agreement		$0.00
Bill and Melinda Gates Foundation	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	6/8/2016	$0.00
Bill and Melinda Gates Foundation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/8/2015	$0.00
Bin Zhang	Amyris, Inc.	Nondisclosure Agreement	6/23/2010	$0.00
Bin Zhang	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Binita Bhattacharjee	Amyris, Inc.	Nondisclosure Agreement	9/27/2010	$0.00
Bio Base Europe Pilot Plant	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/31/2016	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Service Agreement	12/13/2022	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/22/2021	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2019	$0.00
Biobent Management Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2021	$0.00
BIOBLEND	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2010	$0.00
BioCell Technology, LLC	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/9/2021	$0.00
Biocon Limited	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/4/2016	$0.00
Biodiscovery LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
Biogen Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	10/28/2015	$0.00
Biogen MA Inc.	Amyris, Inc.	U.S. Master Services Agreement	7/28/2016	$0.00
BIOINDUSTRIAL MANUFACTURING	Amyris, Inc.	Amendment to the Subaward Agreement	9/1/2022	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-PC03-A-07-006)	9/1/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-DRP6-A-0006)	12/23/2022	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-PC01-A-02-0006)	12/15/2021	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Prime Award Agreement	1/30/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Amendment to the Subaward Agreement	4/4/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem - BioMADE	Amyris, Inc.	Biomade Subaward Agreement (Subaward No. T-ADP11-A-0006)	6/15/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem - BioMADE	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/8/2021	$0.00
BIOINDUSTRIAL MANUFACTURING AND DESIGN ECOSYSTEM (BIOMADE)	Amyris, Inc.	Subaward Agreement (Subaward No. T-DRP7-A-0006)	12/1/2022	$0.00
BIOINDUSTRIAL MANUFACTURING AND DESIGN ECOSYSTEM (BIOMADE)	Amyris, Inc.	Amendment to the Subaward Agreement (Number 22-RACER-A-H016-0006)	5/12/2023	$0.00
Biolding Investment SA	Amyris, Inc.	Confidential Disclosure Agreement	4/17/2012	$0.00
Biological Resource Center, National Institute of Technology and Evaluation	Amyris, Inc.	Material Transfer Agreement 1 (Mta-1)	3/1/2017	$0.00
Biomillenia SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/18/2019	$0.00
BIOMIN DO BRASIL LTDA	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2010	$0.00
BIOMIN HOLDIING GmbH	Amyris, Inc.	Agreement	4/29/2011	$0.00
Biomin Holding GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2011	$0.00
Biomin Holding GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2011	$0.00
BIONOMIC INDUSTRIES	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
BioPlan USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2020	$0.00
BioPlan USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2020	$0.00
Bio-Process Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2020	$0.00
Bio-Process Innovation, Inc.	Amyris, Inc.	Non-Disclosure/ Secrecy Agreement	4/15/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Bioprocess Pilot Facility B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2016	$0.00
Bioprocess Pilot Facility B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2012	$0.00
Bioproduction Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2014	$0.00
Biosafe — Biological Safety Solutions Ltd/Oy	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/4/2021	$0.00
Biosafe Ltd.	Amyris, Inc.	Material Transfer Agreement	4/1/2021	$0.00
biotech competence gmbh	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/24/2019	$0.00
Biotech Research Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
Biotechnical Services, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/22/2017	$0.00
Biotork LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2012	$0.00
BLACK PONY VENTURES SL	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/7/2020	$0.00
BlackLine Systems, Inc.	Amyris, Inc.	Data Processing Agreement	5/23/2018	$52,555.37
Blacksquare, LLC	Amyris, Inc.	Confidential Disclosure Agreement	8/29/2014	$0.00
BlueFire Renewables Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2012	$0.00
Bluestem Biosciences, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/14/2022	$0.00
Bluestem Biosciences, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/14/2022	$0.00
BNP Paribas Securities Corp	Amyris, Inc.	Confidential Disclosure Agreement	2/22/2019	$0.00
Board of Regents of the University of Wisconsin System	Amyris, Inc.	Great Lakes Bioenergy Research Center Mutual Non-Disclosure Agreement	3/21/2019	$0.00
Board of Trustees of Southern Illinois University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2021	$0.00
Bob Waymouth	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Bobbi Angell	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2022	$0.00
BOCSCI Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/9/2018	$0.00
BODY SHOP INTERNATIONAL LIMITED	Amyris, Inc.	Reciprocal Confidentiality Agreement	4/22/2022	$0.00
Boeing Company	Amyris, Inc.	Confidentiality Agreement	2/24/2012	$0.00
BOLD PR LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2017	$0.00
BONNIE HAMES	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2010	$0.00
Boox, PBC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2020	$0.00
Booyah Networks, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2020	$0.00
Born & Made LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
BORNY MADE LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
Bostik, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2014	$0.00
Bounce Exchange, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2018	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Amendment Agreement	6/12/2013	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2012	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2012	$0.00
BP Lubricants USA, Inc.	Amyris, Inc.	Amendment #1 to Confidential Disclosure Agreement	7/8/2011	$0.00
BP LUBRICANTS USA, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	7/30/2010	$0.00
BP Technology Ventures Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2012	$0.00
Braidwell Partners Master Fund LP; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Brandon Johnson	Amyris, Inc.	Nondisclosure Agreement	3/14/2011	$0.00
BrandPie Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2017	$0.00
Brandshare	Amyris, Inc.	Confidential Disclosure Agreemetarr	10/13/2015	$0.00
Braskem S.A.	Amyris, Inc.	Three-Way Confidentiality and Common Interest Agreement	11/23/2013	$0.00
BRASKEM S.A.; IDEOM TECNOLOGIA LTDA.; Manufacture Francaise des Pneumatiques Michelin	Amyris, Inc.	Multiparty Confidential Disclosure Agreement	12/9/2011	$0.00
BRASKEM S.A.; MANUFACTURE FRANCAIS DES PNEUMATIQUES MICHELIN	Amyris, Inc.	Multiparty Confidential Disclosure Agreement	6/3/2013	$0.00
BRC The Broad Institute, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/28/2021	$0.00
BRC The Broad Institute, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/28/2021	$0.00
BREAKTHROUGH FUEL, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2013	$0.00
Brenntag Schweizerhall AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/8/2014	$0.00
Brenton Keough	Amyris, Inc.	Nondisclosure Agreement	8/18/2010	$0.00
Brian Hawthorne	Amyris, Inc.	Nondisclosure Agreement	1/29/2010	$0.00
Brian Kirrene	Amyris, Inc.	Nondisclosure Agreement	5/2/2010	$0.00
Brian Lander	Amyris, Inc.	Nondisclosure Agreement	11/14/2010	$0.00
Brian Sauls	Amyris, Inc.	Nondisclosure Agreement	8/23/2010	$0.00
BRIDGESONE CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/15/2010	$0.00
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/4/2014	$0.00
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/4/2014	$0.00
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/21/2014	$0.00
Brigitte Keon	Amyris, Inc.	Nondisclosure Agreement	4/12/2010	$0.00
Brilliant Formulations	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2015	$0.00
Brinkmann Instruments	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/23/2017	$0.00
Brinkmann Instruments, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2019	$0.00
Brisan Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2020	$0.00
British Sugar	Amyris, Inc.	Confidentiality Agreement	7/1/2011	$0.00
Britta Randlev	Amyris, Inc.	Nondisclosure Agreement	5/21/2010	$0.00
BROAD INSTITUTE, INC.	Amyris, Inc.	Nonexclusive Patent License Agreement	8/4/2023	$0.00
Bruker Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/4/2014	$0.00
BRUKER OPTICS INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/15/2010	$0.00
Bruno Cabane	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2014	$0.00
Brynne Stanton	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Buckeye International, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
BUFLOVAK, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/29/2011	$0.00
BugLab, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2015	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	Lease	4/26/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	Lease	4/1/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	First Amendment to Lease	8/1/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	First Amendment to Lease	8/1/2021	$0.00
Business Capital	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Butchershop Creative, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2015	$0.00
C Cubed Biotech	Amyris, Inc.	Confidential Disclosure Agreement	7/14/2014	$0.00
C. Charles Dowk	Amyris, Inc.	Nondisclosure Agreement	10/22/2010	$0.00
CA Fortune Sales & Marketing, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/15/2022	$0.00
CA Fortune Sales & Marketing, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2022	$0.00
Cabot Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/26/2018	$0.00
CAL WEST MASHY COMPANY, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/6/2011	$0.00
Calico Life Sciences LLC	Amyris, Inc.	Confidentiality Agreement	4/21/2016	$0.00
Calumet Penreco, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2016	$0.00
Calumet Refining, LLC	Aprinnova, LLC	Nondisclosure Agreement	5/18/2018	$0.00
Calvin Crim	Amyris, Inc.	Nondisclosure Agreement	8/19/2011	$0.00
Cambrex Charles City, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2017	$0.00
Cambridge Polymer Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/27/2013	$0.00
Camelback Displays	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/24/2020	$0.00
Campari America LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	12/10/2018	$0.00
Canaccord Genuity LLC	Amyris, Inc.	Nondisclosure Agreement	6/8/2023	$0.00
Cancer Insight, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2021	$0.00
Canopy Growth Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2021	$0.00
CAPERVA QUIMICA S.L.	Amyris, Inc.	Mutual Non-Disclosure Agreement	11/23/2018	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Caporale Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2013	$0.00
Capua BioServices S.p.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/3/2018	$0.00
Carbono Quimica ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/26/2016	$0.00
Carbono Quimica ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/26/2016	$0.00
Carey Chern	Amyris, Inc.	Nondisclosure Agreement	1/22/2010	$0.00
Cargill, Incorporated	Amyris, Inc.	Mutual Confidentiality Agreement	3/28/2012	$0.00
Carine Schneider	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
Carmagen Engineering Inc	Amyris, Inc.	Confidential Disclosure Agreement	6/28/2011	$0.00
Caroline Harley	Amyris, Inc.	Nondisclosure Agreement	2/25/2011	$0.00
Carrot Fertility, Inc.	Amyris, Inc.	Master Services Agreement	2/1/2022	$0.00
Carrot Fertility, Inc.	Amyris, Inc.	Master Services Agreement	1/1/2022	$0.00
Carrot Fertility, Inc.	Amyris, Inc.	Plan Design Amendment	1/1/2023	$0.00
Carter Dow	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Cartograph LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2019	$0.00
Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/24/2021	$0.00
Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/2/2021	$0.00
Catalent Pharma Solutions, LLC	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	7/22/2022	$0.00
Catalent Pharma Solutions, LLC	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	7/22/2022	$0.00
Cataya Bio (Shanghai) Co Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2022	$0.00
Catch, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2023	$0.00
CATHAY PACIFIC AIRWAYS LIMITED	Amyris, Inc.	Confidentiality Agreement	7/5/2013	$0.00
Cavalier International Air Freight, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2021	$0.00
CBA Brand Engine	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2014	$0.00
Ce Yang	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Cecilia Walsh	Amyris, Inc.	Nondisclosure Agreement	11/29/2010	$0.00
Celeste Sandoval	Amyris, Inc.	Nondisclosure Agreement	8/12/2010	$0.00
CELLECTIS SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2011	$0.00
CELSIUS HOLDINGS, INC.	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/13/2018	$0.00
Centauri Technologies, LP	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	3/1/2015	$0.00
Centauri Technologies, LP	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	2/28/2014	$0.00
Centauri Technologies, LP	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/11/2013	$0.00
Centauri Technologies, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2012	$0.00
CENTAURI TECHNOLOGIES, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/29/2010	$0.00
Center Design	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2022	$0.00
Centre national de la recherche scientifique	Amyris, Inc.	Confidential Disclosure Agreement	5/30/2013	$0.00
Centre national de la recherche scientifique	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2012	$0.00
Centro de Tecnologia Canavieira S/A	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2013	$0.00
Cercone Brown Corp	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2020	$0.00
CERES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/1/2010	$0.00
Cerno Bioscience, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
Ceruvia Lifesciences, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2022	$0.00
Cesar Rodriguez	Amyris, Inc.	Nondisclosure Agreement	9/19/2011	$0.00
CEVA Freight Canada Corp.	Amyris, Inc.	Agency Agreement	7/13/2018	$1,845.32
Chan Li	Amyris, Inc.	Nondisclosure Agreement	11/24/2010	$0.00
Chance Elliott	Amyris, Inc.	Nondisclosure Agreement	4/21/2010	$0.00
Character SF, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2020	$0.00
Charles D. Kraft	Amyris, Inc.	Nondisclosure Agreement	5/10/2012	$0.00
Charles River Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2021	$0.00
Charlie Boone	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2013	$0.00
Charlotte Products LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/17/2014	$0.00
Chase Products Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/29/2014	$0.00
CHEM Group	Amyris, Inc.	Services Agreement	5/15/2013	$25,008.54
CHEM GROUP	Amyris, Inc.	Re: Modification to Amendment #3 to Service Agreement	12/4/2014	$0.00
CHEM Group	Amyris, Inc.	Amendment #1 to Service Agreement	8/20/2013	$0.00
CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2013	$0.00
CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2013	$0.00
Chem Group Inc	Amyris, Inc.	Confident Ial Disclosure Agreement	7/21/2011	$0.00
CHEMDESIGN PRODUCTS INC	Amyris, Inc.	Confidential Disclosure Agreement	2/23/2010	$0.00
ChemEOR	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	12/17/2014	$0.00
ChemEOR	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2013	$0.00
Chemical Search International Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2015	$0.00
Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2012	$0.00
ChemLogix LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2011	$0.00
Chemo Biosynthesis S.r.l.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2022	$0.00
Chemol Company, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2013	$0.00
ChemQuest Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2023	$0.00
Chemtura Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2010	$0.00
Chemworld Marketing Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2014	$0.00
Chevron Phillips Chemical Company LP	Amyris, Inc.	Mutual Non-Disclosure and Non-Analysis Agreement	6/7/2010	$0.00
Chevron Products Company	Amyris, Inc.	Second Addendum to Confidentiality Agreement	3/30/2010	$0.00
Chevron Products Company	Amyris, Inc.	First Addendum to Confidentiality Agreement	12/16/2009	$0.00
Chevron Products Company	Amyris, Inc.	Confidentiality Agreement	10/13/2009	$0.00
Chi-Li Liu	Amyris, Inc.	Nondisclosure Agreement	4/10/2010	$0.00
Chilworth Technology, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/28/2015	$0.00
CHINA GATEWAY LIFE SCIENCE (HOLDINGS) LIMITED	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2011	$0.00
Chinmay Majmudar, Cipla	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2011	$0.00
Chloe Productions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2023	$0.00
CHOBANI, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/16/2020	$0.00
Chr. Hansen Natural Colors A/S	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	5/30/2019	$0.00
Chris Bartlett	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2013	$0.00
Chris Bocilla	Amyris, Inc.	Nondisclosure Agreement	8/25/2010	$0.00
Chris Moore	Amyris, Inc.	Nondisclosure Agreement	11/3/2011	$0.00
Chris Paizis	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Christian Duenas	Amyris, Inc.	Confidential Disclosure Agreement	6/14/2021	$0.00
Christina Capule	Amyris, Inc.	Nondisclosure Agreement	3/5/2012	$0.00
Christine Mwangi	Amyris, Inc.	Nondisclosure Agreement	2/16/2011	$0.00
Christine Ofori	Amyris, Inc.	Indemnity Agreement		$0.00
Christopher B Fuller	Amyris, Inc.	Nondisclosure Agreement	9/15/2010	$0.00
Christopher Burns	Amyris, Inc.	Nondisclosure Agreement	4/13/2011	$0.00
Christopher Calderon	Amyris, Inc.	Confidential Disclosure Agreement	11/6/2013	$0.00
Christopher Calvey	Amyris, Inc.	Confidential Disclosure Agreement	6/17/2013	$0.00
Christopher Ryan	Amyris, Inc.	Nondisclosure Agreement	2/21/2013	$0.00
Christopher Scott	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
ChromaDex, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/13/2017	$0.00
Chrysea Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/27/2023	$0.00
Chunbo Lou	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Cigna Health and Life Insurance Company	Amyris, Inc.	Performance Guarantee Agreement	1/1/2023	$0.00
Cigna Health and Life Insurance Company	Amyris, Inc.	Administrative Services Only Agreement	1/1/2023	$0.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY	Amyris, Inc.	Insurance - Stop Loss Agreement		$0.00
CIPLA LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/29/2011	$0.00
Citibank, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/24/2012	$0.00
CJ CheilJedang Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/25/2016	$0.00
CJ CheilJedang Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/18/2019	$0.00
CJ CheilJedang Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/24/2010	$0.00
CJ DO BRASIL INDUSTRIA E COMERCIO DE PRODUTOS ALIMETICIOS LTDA.	Amyris, Inc.	Mutual Confidential Disclowite Agreement	7/4/2011	$0.00
Clariant Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2022	$0.00
Clariant International Ltd	Amyris, Inc.	Confidentiality Agreement	7/16/2014	$0.00
Clariant International Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/3/2012	$0.00
Clarke Mosquito Control Products, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	6/20/2016	$0.00
Claude Bensoussan	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2014	$0.00
Claudia Vickers	Amyris, Inc.	Amyris, Inc. . Nondisclosure Agreement	1/20/2011	$0.00
Claudia Yu	Amyris, Inc.	Nondisclosure Agreement	6/17/2010	$0.00
Clean Label Project, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2020	$0.00
Clear Spider Inc	Amyris, Inc.	Mutual Nondisclosure Agreement	2/10/2011	$0.00
CLEAR TASK, INC.	Amyris, Inc.	Confidential Disclosure Agreement	11/11/2010	$0.00
ClearWaterBay Technology, Inc	Amyris, Inc.	Confidential Disclosure Agreement	2/1/2012	$0.00
Click Bio, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/20/2018	$0.00
Clinical Research Laboratories	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2015	$0.00
Clinton Health Access Initiative, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	7/3/2014	$0.00
Clorox Services Company	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
CLOSER 2021 LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2022	$0.00
Clover Biopharmaceuticals AUS Pty Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
Clover Biopharmaceuticals USA, Inc.	Amyris, Inc.	Material Transfer Agreement	8/11/2022	$0.00
Clover Biopharmaceuticals USA, Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Coca-Cola Company	Amyris, Inc.	Bilateral/Multilateral Non-Disclosure Agreement	10/17/2022	$0.00
Coca-Cola Company	Amyris, Inc.	Bilateral/Multilateral Non-Disclosure Agreement	10/1/2011	$0.00
COFCO Nutrition and Health Research Institute Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2015	$0.00
Colorado Quality Products, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
ColorMatrix Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2012	$0.00
Columbia Analytical Services, Inc	Amyris, Inc.	Confidential Disclosure Agreement	10/19/2011	$0.00
Columbia Cosmetics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/8/2022	$0.00
Column5 Consulting Group, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement Between Column5 Consulting Group, Llc and Amyris, Inc.	4/9/2015	$0.00
Companhia Nacional de Acilcar e Alcool — CNAA	Amyris, Inc.	Confidentiality Agreement	7/5/2010	$0.00
Companhia Nitro Quimica Brasileira	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/22/2011	$0.00
COMPENSIA INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/17/2010	$0.00
Compensia, Inc.	Amyris, Inc.	Amendment to Terms of Compensia Engagement	6/1/2020	$0.00
Compliance Dynamics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/12/2013	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/20/2011	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2010	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	10/26/2010	$0.00
Conservatoire National des Arts et Métiers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2018	$0.00
Conservatoire National des Arts et Métiers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2018	$0.00
Context Capital Management, LLC; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Continental Technologies LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/2/2010	$0.00
Copernicus Group, Inc.	Amyris, Inc.	Non-Disclosure Agreement	5/1/2018	$0.00
Cordell Pharma International GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2007	$0.00
Corden Pharma International GmbH	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	1/16/2019	$0.00
Corporate Renaissance Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2011	$0.00
Correlia Biosystems	Amyris, Inc.	Material Transfer Agreement	3/31/2023	$0.00
Correlia Biosystems	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2023	$0.00
COSAN S.A. INDUSTRIA E COMERCIO	Amyris, Inc.	Re: Permitted Disclosure of Agreements to Third Parties	3/10/2010	$0.00
Cosmetech Co, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2014	$0.00
Cosmetech Laboratories, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2012	$0.00
Cosmetix West	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/19/2015	$0.00
Cosmo Oil of U.S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2016	$0.00
Costco Wholesale Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2016	$0.00
Coty Inc.	Amyris, Inc.	Confidentiality Agreement	8/17/2016	$0.00
Couple in the Kitchen LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2019	$0.00
Coury Science & Engineering, PLLC	Amyris, Inc.	Confidential Disclosure Agreement	10/18/2016	$0.00
COVANCE INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2020	$0.00
COVANCE LABORATORIES INC.	Amyris, Inc.	Non-Disclosure Agreement	3/26/2018	$0.00
COVET PUBLIC RELATIONS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2019	$0.00
Cowen and Company, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2015	$0.00
Cowen and Company, LLC	Amyris, Inc.	Confidential Disclosure Agreement	6/7/2013	$0.00
CPA (Computer Patent Annuities Holdings Ltd.)	Amyris, Inc.	CPA Global Customer Agreement	4/5/2018	$0.00
CPA Global (FIP) LLC	Amyris, Inc.	FoundationIP Order	4/5/2018	$0.00
CPA Global Limited	Amyris, Inc.	Renewal Service Agreement	4/5/2018	$0.00
CPI INNOVATION SERVICES LIMITED	Amyris, Inc.	Agreement	9/18/2012	$0.00
Craftory Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2023	$0.00
Craig Reeder	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00
CRB Benelux BV	Amyris, Inc.	First Amendment to Material Transfer Agreement	5/12/2015	$0.00
CRB Benelux BV	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/6/2015	$0.00
Creative Drive US LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Creative Media Marketing, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Creative Sales and Marketing	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
Creature	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2013	$0.00
Credit Suisse Securities (USA) LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2015	$0.00
CreditRiskMonitor.com, Inc.	Amyris, Inc.	Trade Accounts Receivable Confidentiality Agreement	4/4/2012	$0.00
Croda Europe Limited	Amyris, Inc.	Squalene Purchase Agreement and Exclusive License Agreement	5/18/2023	$0.00
Croda Europe Limited	Amyris, Inc.	Confidentiality Agreement	3/1/2016	$0.00
Croda Europe Limited; GlaxoSmithKline Biologicals SA	Amyris, Inc.	Confidential Disclosure Agreement	7/3/2023	$0.00
Croda Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2012	$0.00
CROLL REYNOLDS LLC; The Clean Air Group	Amyris, Inc.	Confidential Disclosure Agreement	4/5/2011	$0.00
Crybaby Productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
CSR Cosmetic Solutions INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2020	$0.00
CTL Packaging USA	Amyris, Inc.	Confidential Disclosure Agreement	3/8/2019	$0.00
CULVER CAPITAL GROUP, INC,	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/8/2010	$0.00
CURRENT LIFESTYLE MARKETING	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2014	$0.00
Curtis Poulos	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
Custom Analytics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2021	$0.00
Custom Analytics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2019	$0.00
Custom Equipment Solutions Southeast, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Custom Essence Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2011	$0.00
Cvlt Studios, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2022	$0.00
Cyclo Industries, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2017	$0.00
Cymer, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2015	$0.00
DAG Ventures	Amyris, Inc.	Confidential Disclosure Agreement	1/31/2012	$0.00
Damico	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Damon Burk	Amyris, Inc.	Nondisclosure Agreement	2/13/2011	$0.00
Dan Clements	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/3/2018	$0.00
Dan McAdam	Amyris, Inc.	Nondisclosure Agreement	10/1/2010	$0.00
Dan Wallner	Amyris, Inc.	Nondisclosure Agreement	3/14/2011	$0.00
Danae Lucas	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2013	$0.00
DanChem	Amyris, Inc.	Purchase Agreement	7/11/2018	$0.00
DanChem	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/24/2021	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Exhibit B	12/28/2015	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	1/24/2017	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Confidentiality Agreement	12/9/2015	$0.00
Daniel Hollis	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Daniel J. Kvltek	Amyris, Inc.	Confidential Disclosure Agreement	5/14/2012	$0.00
Danielle Tullman-Ercek	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2013	$0.00
Danisco US Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2020	$0.00
Danisco US Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/20/2015	$0.00
DANONE US, LLC	Amyris, Inc.	Confidentiality Agreement	12/2/2020	$0.00
Daptiv Solutions llc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2013	$0.00
Darktrace Holdings Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2022	$0.00
Dash Hudson Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/25/2022	$0.00
David Benjamin	Amyris, Inc.	Nondisclosure Agreement	8/8/2011	$0.00
David Botstein	Amyris, Inc.	Nondisclosure Agreement	12/15/2011	$0.00
David Dunning	Amyris, Inc.	Non-Disclosure Agreement	6/6/2010	$0.00
David Gray	Amyris, Inc.	Nondisclosure Agreement	9/22/2010	$0.00
David Gray	Amyris, Inc.	Nondisclosure Agreement	9/2/2010	$0.00
David Humbird	Amyris, Inc.	Nondisclosure Agreement	3/17/2010	$0.00
David Hustgen	Amyris, Inc.	Nondisclosure Agreement	3/5/2010	$0.00
David Kalez	Amyris, Inc.	Nondisclosure Agreement	2/3/2011	$0.00
David Little	Amyris, Inc.	Nondisclosure Agreement	6/6/2011	$0.00
David Tourigny	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2023	$0.00
David Wheeler	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
David Wilson	Amyris, Inc.	Nondisclosure Agreement	9/7/2011	$0.00
Dawn Thomspson, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2015	$0.00
DBO ENGENHARIA LTDA; SAO MARTINHO S.A.; USINA BOA VISTA S.A.; USINA SAO MARTINHO S.A.	Amyris, Inc.	Agreement for Confidentiality		$0.00
De Smet S.A Engineers & Contractors	Amyris, Inc.	Confidential Disclosure Agreement	1/28/2014	$0.00
Debjani Ghoshal	Amyris, Inc.	Nondisclosure Agreement	6/8/2010	$0.00
Deborah Sato Wong	Amyris, Inc.	Nondisclosure Agreement	11/11/2010	$0.00
Debra Thompson	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
Defense Advanced Research Projects Agency	Amyris, Inc.	Modification to Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement	4/4/2013	$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEG - Deutsche Investitions- und; Entwicklungsgesellschaft mbH	Amyris, Inc.	LMA Confidentiality Letter	7/4/2012	$0.00
Dehua Zhao	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Delfin Group USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Delft Advanced Biofuels B.V.; Delft University of Technology	Amyris, Inc.	Non-Disclosure and Evaluation Agreement	7/2/2015	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	10/31/2013	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	3/20/2012	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	12/14/2010	$0.00
Delft University of Technology	Amyris, Inc.	Confidential Disclosure Agreement	10/13/2010	$0.00
Denise Brodey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2022	$0.00
Denise Giang	Amyris, Inc.	Nondisclosure Agreement	6/3/2010	$0.00
Dennis Adkesson	Amyris, Inc.	Nondisclosure Agreement	8/16/2010	$0.00
Denver Health and Hospital Authority	Amyris, Inc.	Confidentiality/Non-Disclosure Agreement	4/22/2015	$0.00
Desmet Ballestra North America, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
Destination Maternity Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2019	$0.00
Deutsche Lufthansa AG	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/25/2013	$0.00
Devereux Specialties, LLC	Amyris, Inc.	Material Transfer Agreement	2/29/2012	$0.00
Devries Global	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Dewayne Bowlin	Amyris, Inc.	Nondisclosure Agreement	3/2/2011	$0.00
DGA CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2021	$0.00
DHAP Digital, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/9/2014	$0.00
Dhinakar S. Kompala	Amyris, Inc.	Nondisclosure Agreement	9/28/2011	$0.00
Diamond Wipes International, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Diana Herrera	Amyris, Inc.	Nondisclosure Agreement	4/11/2011	$0.00
Diana Lee	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
Dionex Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2010	$0.00
Distribution Management	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2022	$0.00
Dixie Chemical Company, Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	11/1/2013	$0.00
DIXIE CHEMICAL COMPANY, INC.	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2012	$0.00
DIXIE CHEMICAL COMPANY, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/12/2010	$0.00
DKSH International Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2015	$0.00
DLH Bowles	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
DMC LIMITED.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/9/2015	$0.00
DNA2.0, Inc.	Amyris, Inc.	Confidentiality Agreement	4/22/2010	$0.00
DOBLE ENGINEERING COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	4/10/2011	$0.00
DocuSign, Inc.	Amyris, Inc.	Order Form	8/1/2021	$0.00
DocuSmart Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/23/2022	$0.00
Dollar Shave Club, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	12/6/2021	$0.00
Dome Construction Corp; Independent Project Analysis, Inc.	Amyris, Inc.	Exhibit A Third Party Confidentiality Agreement	4/1/2010	$0.00
Dominic Lim	Amyris, Inc.	Nondisclosure Agreement	9/16/2010	$0.00
Domo, Inc.	Amyris, Inc.	Domo, Inc. Mutual Nondisclosure Agreement	2/5/2019	$0.00
Don Ballard	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Don Benoit	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2011	$0.00
Donald J Misumi	Amyris, Inc.	Nondisclosure Agreement		$0.00
Doris Choi	Amyris, Inc.	Indemnity Agreement		$0.00
Dottikon ES America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2018	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
DOTTIKON EXCLUSIVE SYNTHESIS AG.	Amyris, Inc.	Confidential Disclosure Agreement	2/4/2011	$0.00
Douglas Koshland	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2011	$0.00
Dow AgroSciences LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2019	$0.00
Dow Chemical Company	Amyris, Inc.	Confidentiality Agreement	4/9/2012	$0.00
DP Print Services Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/16/2021	$0.00
Dr. Brad Gibson	Amyris, Inc.	Confidential Disclosure Agreement	2/8/2013	$0.00
Dr. Bruce Novak	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2010	$0.00
Dr. Elibio Rech	Amyris, Inc.	Confidential Disclosure Agreement	12/10/2010	$0.00
Dr. Ellen Yeh	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/29/2010	$0.00
Dr. Greg Cost	Amyris, Inc.	Confidential Disclosure Agreement	3/17/2011	$0.00
DR. JENS SCHRADER	Amyris, Inc.	Confidential Disclosure Agreement	7/26/2010	$0.00
Dr. Kurt Thorn	Amyris, Inc.	Confidential Disclosure Agreement	5/19/2011	$0.00
Dr. Maria Ines Tiraboschi Ferro	Amyris, Inc.	Nondisclosure Agreement	1/31/2011	$0.00
Dr. Nina Botto	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/28/2021	$0.00
Dr. Rachel Brem	Amyris, Inc.	Confidential Disclosure Agreement	2/10/2011	$0.00
Dr. Randy Schekman	Amyris, Inc.	Speaker Agreement	1/6/2014	$0.00
Dr. Roland Lill	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Dr. Sergio Vieira	Amyris, Inc.	Confidential Disclosure Agreement	8/16/2017	$0.00
Dr. Vassily Hatzimanikatis	Amyris, Inc.	Second Amendment to Confidential Disclosure Agreement	9/4/2014	$0.00
Dr. Vassily Hatzimanikatis	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	6/1/2014	$0.00
DR. VASSILY HATZIMANIKATIS	Amyris, Inc.	Confidential Disclosure Agreement	9/17/2012	$0.00
Draths Corporation	Amyris, Inc.	Mutual Nondisclosure Agreement	5/9/2011	$0.00
DSK BIOPHARMA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/18/2020	$0.00
DSM Finance B.V.	Amyris, Inc.	Secured Promissory Note	5/7/2024	$0.00
DSM Finance B.V.	Amyris, Inc.	Amended and Restated Pledge Agreement	5/7/2024	$0.00
DSM IP Assets B.V., DSM Food Specialties B.V	Amyris, Inc.	License Agreement	5/15/2023	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	HMO License Agreement, dated September 29, 2017, as amended by Amendment No. 1	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Amended and Restated License Agreement	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Farnesene License Agreement, dated September 30, 2021, as amended by Amendment No. 1	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Farnesene License Agreement, dated November 14, 2017, as amended by Amendment No. 1, on December 18, 2020, and Amendment No. 2	5/7/2024	$0.00
DSM Nutritional Products Ltd., Firmenich SA	Amyris, Inc.	Amended and Restated Release Protocols Agreement	5/7/2024	$0.00
DSM Nutritional Products Ltd., Firmenich SA	Amyris, Inc.	Amended and Restated Supply Agreement	5/7/2024	$0.00
DSM Productos Nutricionais Brasil S.A.	Amyris, Inc.	Amended and Restated Farnesene Supply Agreement	5/7/2024	$0.00
DUALFORM STUDIO	Amyris, Inc.	Confidential Disclosure Agreement	8/25/2014	$0.00
Durham Capital Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2016	$0.00
DYNAMICS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2011	$0.00
Dynasol Elastomeros, S.A. de C.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2014	$0.00
Eastman Kodak Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/16/2016	$0.00
Ecamricert srl	Amyris, Inc.	Material Transfer Agreement	7/29/2022	$0.00
ECOCERT GREENLIFE	Amyris, Inc.	Confidentiality Agreement		$0.00
Ecolab	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2012	$0.00
Ecolab USA Inc.	Amyris, Inc.	Confidentiality Agreement	5/8/2012	$0.00
Ecolab, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/5/2014	$0.00
Ecole Superieure de Chimie et Physique Industrielles de la Ville de Paris	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2018	$0.00
EcoPlum	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2022	$0.00
EcoSynth NV	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Edeniq	Amyris, Inc.	Material Transfer and Valuation Agreement	12/19/2012	$0.00
Edeniq, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2012	$0.00
Edge Retail Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2020	$0.00
Edrick Wong	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Edris Afghanzada	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Eduardo Baralt	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Edward Hsiao	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Efficient Collaborative Retail Marketing Co LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/5/2022	$0.00
Ei LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2014	$0.00
Eka Chemicals Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/7/2011	$0.00
Elbow River Marketing, LLP	Amyris Fuels, LLC	Mutual Confidential Disclosure Agreement	5/20/2012	$0.00
Elcan Industries	Amyris, Inc.	Services Agreement	5/17/2017	$0.00
Elcan Industries	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2017	$0.00
Elcan Industries, Inc.	Amyris, Inc.	Amendment No. 1 to Services Agreement	6/1/2020	$0.00
ELCOS AMERICA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/7/2022	$0.00
Electrosynthesis Company, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	10/25/2011	$0.00
Elegen Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2022	$0.00
Element Food Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/4/2021	$0.00
Element Packaging LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2019	$0.00
ELEMENTAL MiCORONALYSIS LTD.	Amyris, Inc.	Confidential Disclosure Agreement	12/1/2011	$0.00
Eleven, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	10/17/2014	$0.00
ELICITYL S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2020	$0.00
Elisse Gabriel	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2019	$0.00
Elizabeth Exter	Amyris, Inc.	Nondisclosure Agreement	7/19/2011	$0.00
Elizabeth Kazda	Amyris, Inc.	Nondisclosure Agreement	3/23/2012	$0.00
Ellen Maldonado	Amyris, Inc.	Nondisclosure Agreement	2/15/2010	$0.00
EMD Millipore Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/27/2021	$0.00
EMD Millipore Corporation	Amyris, Inc.	Mutual Confidentiality Agreement	1/2/2013	$0.00
Emery Pharma	Amyris, Inc.	Amendment No. 1 to Confidential Disclosure Agreement	5/2/2018	$0.00
Emery Pharma	Amyris, Inc.	Confidential Disclosure Agreement	11/3/2017	$0.00
EMERYSTATION TRIANGLE, LLC	Amyris, Inc.	Certain Lease dated April 25, 2008, as amended from time to time includir	12/28/2023	$274,814.01
Emeryville Pharmaceutical Services	Amyris, Inc.	Services Agreement	9/13/2013	$0.00
Emeryville Pharmaceutical Services	Amyris, Inc.	Amendment #1 to Service Agreement	8/21/2014	$0.00
Emily Coker	Amyris, Inc.	Nondisclosure Agreement	10/13/2010	$0.00
Empirical Labs, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
Enakshi Singh	Amyris, Inc.	Nondisclosure Agreement	8/18/2011	$0.00
Endre Kallai	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Endurance Risk Solutions Assurance Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Enduro Genetics ApS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2022	$0.00
Engineering Biology Research Consortium	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2020	$0.00
ENLASO Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2020	$0.00
Enterprise Automation	Amyris, Inc.	Confidential Disclosure Agreement	4/11/2012	$0.00
Environmental Fluids, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2020	$0.00
Environmental Packaging International Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2019	$0.00
Environmental Resources Management	Amyris, Inc.	Confidential Disclosure Agreement	12/24/2011	$0.00
Environmental Working Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2021	$0.00
EnviTreat, L.L.C.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/25/2012	$0.00
EnzBond Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2017	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Eppendorf North America, Inc.	Amyris, Inc.	Quotation-No: Q23000387732	3/1/2023	$0.00
Equality Translation Services, Inc.	Amyris, Inc.	Services Agreement	12/21/2012	$0.00
ERAN PICHERSKY, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2012	$0.00
Eric Freedman	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/17/2022	$0.00
Eric Hoefstetter	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Eric Strait	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Ericson Marino	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2014	$0.00
Erik Freer	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Erik Mazmanian	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
ERNEST ORLANDO LAWRENCE BERKELLY NATIONAL LABORATORY	Amyris, Inc.	Non-Disclosure Agreement	7/9/2014	$0.00
ERS GENOMICS LIMITED	Amyris, Inc.	License Agreement	6/7/2021	$50,000.00
ERS Genomics Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/21/2020	$0.00
ES East, LLC	Amyris, Inc.	Certain Lease dated August 22, 2007, as amended from time to time inclu	12/28/2023	$1,234,520.43
Essential Ingredients, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2020	$0.00
Estee Lauder Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/25/2011	$0.00
Eugene Antipov	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Eurofins Lancaster Laboratories, Inc. Eurofins Advantar Laboratories, Inc. Eurofins BioPharma Product Testing Columbia, Inc. Eurofins BioPharma Product Testing Toronto, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Eurofins Nutrition Analysis Center	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/15/2017	$0.00
Eurofins Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2021	$0.00
Eurofins, Scientific Inc.	Amyris, Inc.	Quotation Number: Vky320180139-04	7/27/2018	$0.00
Euzonfins Biodiagnostics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2016	$0.00
Evangeline Peterson	Amyris, Inc.	Nondisclosure Agreement	4/22/2011	$0.00
EVE Partners LP	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
Everett Graphics	Amyris, Inc.	Confidential Disclosure Agreement	1/29/2019	$0.00
Eviagenics, S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2012	$0.00
Evolva, Inc.	Amyris, Inc.	Asset Purchase Agreement	10/8/2015	$0.00
EVOLVE BIOSYSTEMS, INC.; MEAD JOHNSON NUTRITION, LLC.	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	11/1/2018	$0.00
Evonik Corporation	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/26/2022	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No.3 to Mutual Confidential Disclosure Agreement	3/3/2021	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	9/20/2019	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	9/20/2019	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	9/6/2019	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2021	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2020	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2020	$0.00
Evonik Corporation	Amyris, Inc.	First Restated and Amended Mutual Confidential Disclosure Agreement	1/20/2020	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2019	$0.00
Evonik Degussa Corporation	Amyris, Inc.	Confidential Disclosure Agreement	8/3/2011	$0.00
Evonik Degussa GmbH	Amyris, Inc.	Confidential Disclosure Agreement	10/28/2010	$0.00
Evozyne, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2021	$0.00
EW Biotech GmbH	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	5/21/2020	$0.00
EW Biotech GmbH	Amyris, Inc.	Material Transfer and Confidentiality. Agreement	6/10/2019	$0.00
EW Nutrition GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2019	$0.00
Exact Media Network Inc.	Amyris, Inc.	Reciprocal Confidentiality Agreement	3/25/2015	$0.00
EXOVA, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2011	$0.00
Expeditors International of Washington, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/9/2010	$0.00
Expense Reduction Analysts, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2017	$0.00
Express Tubes- a Custom Manufacturing Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2023	$0.00
Eyal Research Consultant	Amyris, Inc.	Confidential Disclosure Agreement	7/12/2012	$0.00
F. Hoffmann-La Roche Ltd	Amyris, Inc.	Confidentiality Agreement	4/2/2015	$0.00
FabricNano Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2021	$0.00
Family Media Holdings LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2019	$0.00
Far Eastern New Century Corporation	Amyris, Inc.	Multi-Party Confidential Disclosure Agreement	11/1/2011	$0.00
Farallon Capital Management, L.L.C.; FKG Capital-Gestao de Recursos Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2012	$0.00
Fausto Gotaire	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/4/2022	$0.00
FBR Capital Markets & Co.	Amyris, Inc.	Confidential Disclosure Agreement	2/1/2016	$0.00
Federal Insurance Company	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	8/2/2019	$0.00
FEDEX CORPORATE SERVICES, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/23/2011	$0.00
FEDEX FREIGHT SYSTEM, INC.	Amyris, Inc.	Mutual Non-Disclosure and Product Evaluation Agreement	3/16/2010	$0.00
FedEx Trade Networks Transport & Brokerage, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/1/2010	$0.00
Felipe Baratho Beato	Amyris, Inc.	Promise Contract for Employment Contrato Promessa DE Contrato DE	6/12/2020	$0.00
Fellows of Harvard College	Amyris, Inc.	Standard Plasmid Transfer Agreement	6/4/2018	$0.00
FermCo Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2018	$0.00
Fermic S.A. DE C.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2015	$0.00
Fernando Martins de Mello	Amyris, Inc.	Nondisclosure Agreement	10/25/2010	$0.00
Fernando Martins de Mello	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
Feve Chocolates LLC	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/30/2018	$0.00
Fidelity Workplace Services LLC	Amyris, Inc.	Amendment to the Service Agreement Regarding Amyris, Inc. 401(K) Plan	2/22/2022	$0.00
Financial Strategies Consulting Group, LLC	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2011	$0.00
Finesse Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2015	$0.00
Firework	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2022	$0.00
Firmenich SA	Amyris, Inc.	Amended and Restated Collaboration Agreement	5/7/2024	$0.00
Firmenich SA, DSM Nutritional Products Ltd., and SciSafe Inc.	Amyris, Inc.	Amended and Restated Escrow Agreement	5/7/2024	$0.00
First Digital	Amyris, Inc.	Service Order Agreement	9/12/2023	$0.00
First National Capital Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/2/2012	$0.00
Fisher Scientific Company L.L.C.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/27/2021	$0.00
Fisher Scientific Company L.L.C.	Amyris, Inc.	Biocom Pricing Confidentiality Agreement	6/16/2016	$0.00
Fivetran Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Flavia N. Campbell	Amyris, Inc.	Nondisclosure Agreement	2/3/2011	$0.00
FLG Partners, LLC	Amyris, Inc.	Confidential Mutual Nondisclosure Agreement	4/12/2019	$0.00
FLO Partners Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2021	$0.00
Florachem Corp	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/12/2018	$0.00
Florida Chemical Supply, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2016	$0.00
Florida Crystals Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2017	$0.00
Flottweg Separation Technology, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2018	$0.00
FOCUS SCIENTIFIC FACILITIES, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/30/2020	$0.00
Folio3 Software Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/27/2020	$0.00
FOODLINER INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
Fortis Industries USA Trading INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2022	$0.00
Fortis Industries USA Trading INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2022	$0.00
Fortmix Comércio de Concreto Ltda	Amyris, Inc.	Confidentiality Agreement	6/26/2017	$0.00
FRANCESCA BATTISTA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2021	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Frank Kung	Amyris, Inc.	Indemnity Agreement		$0.00
Frank Reps	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2021	$0.00
Frank Rivera	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2022	$0.00
Frederic Pignault	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2021	$0.00
FREE RADICAL TECHNOLOGY	Amyris, Inc.	Confidential Disclosure Agreement	4/18/2011	$0.00
Freedom Specialty Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Freedom Specialty Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Freesense Aps	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2021	$0.00
Freeslate, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/3/2010	$0.00
Frenchie Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2020	$0.00
FREY+LAU GmbH	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
Fridays Films	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Frontier Communications of America, Inc.	Amyris, Inc.	Frontier Services Agreement	3/10/2022	$0.00
Frulact S.A.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
Fuchs Europe Schmierstoffe	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2011	$0.00
FUJIFILM Hunt Chemicals U.S.A., Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2015	$0.00
Fuller Industries, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/4/2014	$0.00
Fusion Packaging I, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2020	$0.00
G.S. Cosmeceutical USA Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	9/9/2014	$0.00
Gail Zauder	Amyris, Inc.	Confidential Disclosure Agreement	1/24/2022	$0.00
Galbraith Laboratories, Inc. Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Gallery Media Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2022	$0.00
GameChanger Products, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2019	$0.00
Gary Doyle	Amyris, Inc.	Nondisclosure Agreement	2/9/2012	$0.00
Gary Loeb	Amyris, Inc.	Nondisclosure Agreement	3/3/2011	$0.00
Gary Piermattei	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
GARY PISANO	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2012	$0.00
Gates Ventures LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/1/2011	$0.00
Gattefosse Holding	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/10/2012	$0.00
Gavilon, LLC	Amyris, Inc.	Mutual Confidentiality Agreement	11/16/2011	$0.00
Gayle F. Semrad	Amyris, Inc.	Nondisclosure Agreement	11/24/2010	$0.00
GE Corporate Financial Services, Inc.	Amyris, Inc.	Re: Confidentiality Letter	11/17/2011	$0.00
GE Healthcare	Amyris, Inc.	Non-Disclosure Agreement	12/22/2018	$0.00
GEA Mechanical Equipment US	Amyris, Inc.	Re: Rental Agreement Between Gea Mechanical Equipment Us, and Amyris	4/28/2021	$3,948.91
GEA PROCESS ENGINEERING, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2011	$0.00
Gelest, Inc.	Amyris, Inc.	Services Agreement	4/12/2012	$0.00
Geltor, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/18/2022	$0.00
GEN9, INC.	Amyris, Inc.	Mutual Nondisclosure Agreement	8/21/2013	$0.00
GEN9, INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/26/2011	$0.00
GeneFerm Biotechnology Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2017	$0.00
Genemarkers, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/10/2020	$0.00
Genemarkers,LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2021	$0.00
GENEWIZ, Inc.	Amyris, Inc.	Confidentiality Agreement	2/13/2012	$0.00
Genome Compiler Corporation	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	8/30/2014	$0.00
Genome Compiler Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2013	$0.00
Genoskin Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2021	$0.00
GEODIS WILSON USA, INC	Amyris, Inc.	Confidential Disclosure Agreement	5/10/2011	$0.00
Geoff Duyk	Amyris, Inc.	Confidential Disclosure Agreement	4/26/2012	$0.00
Geoffrey Duyk	Amyris, Inc.	Indemnity Agreement		$0.00
Gerstel, Inc.	Amyris, Inc.	Non-disclosure Agreement	3/27/2013	$0.00
GERSTEL, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Get Fabric, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/22/2022	$0.00
Getahun Hailu	Amyris, Inc.	Nondisclosure Agreement	6/16/2010	$0.00
GFA Systems North America LLC	Amyris, Inc.	Confidentiality Agreement	2/18/2020	$0.00
Gina Kohler	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/23/2021	$0.00
Gingko Bioworks, Inc.	Amyris, Inc.	Confidentiality Agreement	12/12/2016	$0.00
Ginkgo Bioworks	Amyris, Inc.	Amendment to May 11, 2016 Mutual Confidential Disclosure Agreement	6/15/2016	$0.00
Ginkgo Bioworks	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/11/2016	$0.00
GINKGO BIOWORKS, INC.	Amyris, Inc.	Partnership Agreement	10/20/2017	$0.00
GitLab Inc.	Amyris, Inc.	Renewal Order Form	12/31/2022	$0.00
Givaudan International SA.	Amyris, Inc.	Second Amended and Restated Collaboration Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Amended and Restated Framework Supply Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Right of First Offer Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Confidentiality Agreement	8/14/2020	$0.00
Givaudan International SA.	Amyris, Inc.	Confidentiality Agreement	6/20/2018	$0.00
Givaudan International SA.	Amyris, Inc.	Common Interest Agreement	9/7/2016	$0.00
Givaudan International SA., and SciSafe Inc.	Amyris, Inc.	Amended and Restated Strain Escrow Agreement	5/7/2024	$0.00
Givaudan International SA., Evea – Evaluation et Accompagnement	Amyris, Inc.	Confidentiality Agreement	9/19/2023	$0.00
Givaudan SA.	Amyris, Inc., Aprinnova, LLC	Amended and Restated License Agreement	5/7/2024	$0.00
GLAXOSMITHKLINE Biologicals S.A / N.V	Amyris, Inc.	Amendment Agreement 01	9/2/2021	$0.00
GLAXOSMITHKLINE Biologicals S.A/N.V	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/13/2020	$0.00
GlaxoSmithKline Biologicals SA	Amyris, Inc.	Material Transfer Agreement (The "Agreement")	3/4/2022	$0.00
GlaxoSmithKline Biologicals SA	Amyris, Inc.	Extension of Material Transfer Agreement of March 4Th, 2022 and Sharing of Amyris Data With Egdm	3/15/2023	$0.00
GLOBAL BIOENERGIES S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2011	$0.00
Global -e US Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
Global Life Sciences Solutions USA LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2021	$0.00
Global Mail, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2018	$0.00
GLYCOTECH, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/2/2010	$0.00
GOJO Industries, Inc	Amyris, Inc.	Amendment 1 to Material Transfer and Confidentiality Agreement	4/15/2015	$0.00
GOJO Industries, Inc.	Amyris, Inc.	Confidential Nondisclosure Agreement	5/13/2014	$0.00
GOJO Industries, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/13/2014	$0.00
Golden Arrow Technology America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2020	$0.00
Goldfish Social Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2022	$0.00
GOLDMAN, SACHS & CO.	Amyris, Inc.	Confidentiality Agreement	12/6/2012	$0.00
Goldman, Sachs & Co.	Amyris, Inc.	Confidentiality Agreement	4/9/2007	$0.00
Goncalo Guimaraes Pereira	Amyris, Inc.	Nondisclosure Agreement	6/22/2010	$0.00
Good Housekeeping	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/19/2022	$0.00
Google Inc.	Amyris, Inc.	Non-Disclosure Agreement	6/17/2015	$0.00
Google LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2022	$0.00
Google LLC	Amyris, Inc.	Google Non-Disclosure Agreement	1/16/2020	$0.00
Google LLC	Amyris, Inc.	Google Cloud Agreement		$0.00
Goop Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/8/2022	$0.00
Goop, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2020	$0.00
Gopinathan Menon	Amyris, Inc.	Confidential Disclosure Agreement	1/11/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Graham Cooper	Amyris, Inc.	Non-Disclosure Agreement	11/23/2011	$0.00
Granite Packaging	Amyris, Inc.	Mutual Confidentiality Agreement	12/1/2015	$0.00
Graver Technologies LLC	Amyris, Inc.	Confidential Disclosure Agreement	6/27/2017	$0.00
Green Biologics Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2019	$0.00
Green Biologics, Inc.	Amyris, Inc.	Green Biologics, Inc. Mutual Confidentiality, Non-Disclosure and Ownership Agreement	4/19/2016	$0.00
GREENFRESH INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2023	$0.00
Greenhaus Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2020	$0.00
Greenhill & Co., LLC	Amyris, Inc.	Letter	5/8/2015	$0.00
Greenwood Brands, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/24/2021	$0.00
Gregory Owen	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Gretchen W. Harnick	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/27/2021	$0.00
GRIN Technologies, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	5/11/2020	$0.00
GRO.com LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/28/2022	$0.00
Groendyke Transport Inc	Amyris, Inc.	Confidential Disclosure Agreement	5/17/2011	$0.00
Grove LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
GRSA CONSULTANTS AND ENGINEERS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2010	$0.00
Grzegorz Wojciechowski	Amyris, Inc.	Nondisclosure Agreement	5/11/2011	$0.00
GTC TECHNOLOGY US, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/6/2011	$0.00
GTE Consultores, SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2020	$0.00
Guangzhou LICA Biotech Co., LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2015	$0.00
Guillaume Cambray	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Gulf Bayport Chemicals L.P.; Gulf Chemical International Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2014	$0.00
Gulf Bayport Chemicals, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/23/2011	$0.00
GW PHARMA LIMITED	Amyris, Inc.	Confidentiality Agreement	9/10/2015	$0.00
H Maxwell Joseph LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/12/2021	$0.00
H.B. Puttgen	Amyris, Inc.	Confidential Disclosure Agreement	11/28/2011	$0.00
Haejeon Jessica Lee	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2022	$0.00
Halal Food Council of Europe	Amyris, Inc.	Halal Supervision Agreement	9/16/2020	$0.00
Half Helix, a Development Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2021	$0.00
Han Kieftenbeld	Amyris, Inc.	Indemnity Agreement		$0.00
Hangzhou Ehne Biotechnology Co. (Bota Bio)	Amyris, Inc.	MNDA	10/20/2023	$0.00
Hannah Hilkey	Amyris, Inc.	Nondisclosure Agreement	4/4/2011	$0.00
Hannah Hilliar Creative Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/23/2021	$0.00
Happy Farm Botanicals, Inc.	Amyris, Inc.	First Amendment to Amyris, Inc. Nondisclosure Agreement	5/6/2022	$0.00
Happy Farm Botanicals, Inc.	Amyris, Inc.	Amyris, Inc. Nondisclosure Agreement	3/24/2022	$0.00
Hapy Sweet Bee Ltd	Amyris, Inc.	Confidential Disclosure Agreement	4/10/2019	$0.00
Hard Car Security LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2019	$0.00
Hardip Kalsi	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Hardy Diagnostics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Harlan Laboratories, Inc.	Amyris, Inc.	First Amendment Nondisclosure Agreement	1/22/2013	$0.00
Harlan Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Haroon Rehman	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Harrison Research Laboratories, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/19/2012	$0.00
Harspring Capital Management, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2018	$0.00
Haskell Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2013	$0.00
HCP Packaging Hong Kong Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
HCP Packaging Hong Kong Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2019	$0.00
Hearthside Food Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
HEARTLAND AUTOMOTIVE SERVICES, INC.	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Hecho Studios, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2019	$0.00
HEINKEL Filtering Systems, inc.	Amyris, Inc.	Testing Services Agreement	3/12/2021	$0.00
HEINKEL FILTERING SYSTEMS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2021	$0.00
Hemanth Ramesha	Amyris, Inc.	Amyrls Biotechnologies, Inc. Nondisclosure Agreement	4/8/2010	$0.00
Henkel AG	Amyris, Inc.	Confidentiality Agreement	11/26/2014	$0.00
Henkel AG	Amyris, Inc.	Confidentiality Agreement	11/26/2013	$0.00
Henkel Corporation	Amyris, Inc.	Master Confidentiality Agreement	3/26/2010	$0.00
Hercules Technology Growth Capital, Inc.	Amyris, Inc.	Confidentiality Agreement	2/28/2014	$0.00
Hercules Technology Growth Capital, Inc.	Amyris, Inc.	Confidentiality Agreement	1/11/2013	$0.00
Heurisko Gesellschaft fur Biologische Technologien mbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2017	$0.00
HIGHLANDS ENVIROFUELS, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/25/2010	$0.00
HighRes Biosolutions, Inc.	Amyris, Inc.	Quote Number: 00026752	11/1/2022	$0.00
HITESH C PATEL	Amyris, Inc.	Nondisclosure Agreement	10/8/2012	$0.00
Hoffmann-La Roche Inc.	Amyris, Inc.	Non-Disclosure Agreement	10/8/2015	$0.00
Honeywell International	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/16/2013	$0.00
Hornett Bros & Co Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Hornett Bros & Co Ltd.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Hottinguer Corporate Finance	Amyris, Inc.	Non-Disclosure Agreement	5/17/2016	$0.00
House Studios LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
HOW TO LIVE IT LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2021	$0.00
HOWARD HANG	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
HowGood, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2022	$0.00
Hoyer Global Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2011	$0.00
Hubbard-Hall Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/5/2015	$0.00
Hubert Chaperon	Amyris, Inc.	Nondisclosure Agreement	4/2/2010	$0.00
HudsonAlpha Institute for Biotechnology; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
HudsonAlpha Institute for Biotechnology; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	1/29/2023	$0.00
Huvepharma AD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/15/2013	$0.00
Huvepharma EOOD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2015	$0.00
Huvepharma EOOD, UIC 203631745	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Huvepharma Italia S.r. l.	Amyris, Inc.	Material Transfer Agreement	3/8/2022	$0.00
Huvepharma Italia S.r.l.	Amyris, Inc.	License Agreement		$0.00
Huverpharma EOOD, UIC 203631745	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/18/2016	$0.00
Hyasynth Biologicals Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2021	$0.00
Hydrotex Partners, Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2011	$0.00
Hyeok Hahn	Amyris, Inc.	Nondisclosure Agreement	4/1/2010	$0.00
Hyeok Hahn	Amyris, Inc.	Nondisclosure Agreement	3/8/2010	$0.00
HygraTek LLC	Amyris, Inc.	Confidential Non-Disclosure Agreement	12/29/2015	$0.00
ICF Resources, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/6/2015	$0.00
ICM, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	4/5/2013	$0.00
ICM, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/6/2011	$0.00
ICM, inc.	Amyris, Inc.	Mutual Confidentiality Agreement	6/1/2009	$0.00
IDEO LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2021	$0.00
IDR Marketing Partners, LLC d/b/a BrandShare	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/26/2022	$0.00
Ignacio Urbelz	Amyris, Inc.	Amyris, Inc. Confidential Disclosure Agreement	9/12/2023	$0.00
Ignite Visibility	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
IHS Global Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	10/18/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Illumina, Inc.	Amyris, Inc.	Confidentiality Agreement	4/9/2019	$0.00
Illumina, Inc.	Amyris, Inc.	Confidentiality Agreement	11/17/2011	$0.00
Illumio, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/12/2019	$0.00
Imperial College London	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2017	$0.00
Imperial Petroleum Recovery Corp	Amyris, Inc.	Confidentiality & Non-Circumvent Agreement	2/4/2010	$0.00
InCatT BV	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2011	$0.00
InChem Charlotte, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2019	$0.00
InChem Rock Hill, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2015	$0.00
INCON PROCESSING LLC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/25/2010	$0.00
InCon Processing, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/21/2012	$0.00
Independent Project Analysis, Inc.	Amyris, Inc.	Confidentiality Agreement	2/23/2010	$0.00
Indiana Biomass Refinery, LLC; United Power Company, LLC	Amyris, Inc.	Non-Disclosure Agreement	3/10/2014	$0.00
INDUSTRIAL TOMOGRAPHY SYSTEMS PLC	Amyris, Inc.	Confidential Disclosure Agreement	10/6/2010	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 9 to Material Transfer Agreement	12/18/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 8 to Material Transfer Agreement	7/7/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 7 to Material Transfer Agreement	5/20/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 5 to Material Transfer Agreement	8/28/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 4 to Material Transfer Agreement	5/21/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 2 to Material Transfer Agreement	2/27/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 3 to Material Transfer Agreement	2/27/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment to Material Transfer Agreement	8/30/2017	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	11/12/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2018	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/30/2017	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/24/2015	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/24/2015	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	6/18/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 6 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 10 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 11 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 12 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Services Agreement		$0.00
Infectious Disease Research Institute		Amendment to Services Agreement		$0.00
Infuenster	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2019	$0.00
Infogroup Inc.	Amyris, Inc.	Confidentiality & Non-Disclosure Agreement	8/29/2017	$0.00
Ingenio Magdalena, Sociedad Anónima	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2022	$0.00
Ingevity Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2023	$0.00
Ingram & Company, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/26/2016	$0.00
Ingredion Incorporated	Amyris, Inc.	Limited Guaranty	6/1/2021	$0.00
INGREDION INCORPORATED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2021	$0.00
Ingredion Incorporated; PureCircle USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/28/2020	$0.00
Ingrid Keir	Amyris, Inc.	Nondisclosure Agreement	11/8/2011	$0.00
InKemia Green Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2016	$0.00
Innovasource LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/23/2020	$0.00
Innovasource, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	4/7/2020	$0.00
INNOVATIVE RESOURCE MANAGEMENT	Amyris, Inc.	Purchase Order	3/18/2014	$0.00
Innovative Waste Management, Inc.	Amyris, Inc.	Services Agreement	5/15/2013	$0.00
Innovative Waste Management, Inc.	Amyris, Inc.	Amendment #2 to Service Agreement	3/14/2014	$0.00
INSCRIPTA, INC	Amyris, Inc.	Mad7™ Nuclease License Agreement	5/13/2021	$0.00
INSCRIPTA, INC	Amyris, Inc.	Mutual Confidential Disclosure and Data Processing Agreement	11/7/2021	$0.00
Inscripta, Inc.	Amyris, Inc.	Material Transfer Agreement	2/9/2022	$0.00
Inscripta, Inc.	Amyris, Inc.	Material Transfer Agreement	5/7/2021	$0.00
Inscripta, Inc.	Amyris, Inc.	Amended and Restated Terms and Conditions Agreement	8/12/2022	$0.00
INSCRIPTA, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/4/2019	$0.00
Insilico Biotechnology AG	Amyris, Inc.	Confidentiality Agreement	5/8/2013	$0.00
Insilico Biotechnology Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2020	$0.00
INSPECTORATE AMERICA CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2011	$0.00
INSTITUTO BUTANTAN	Amyris, Inc.	Materials Transfer Agreement		$0.00
Instituto Butantan	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Integrated Engineering Services	Amyris, Inc.	Confidential Disclosure Agreement	3/27/2015	$0.00
Integrated Project Management Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/13/2017	$0.00
Intellectual Property	Amyris, Inc.	Confidentiality Agreement	6/12/2017	$0.00
Intelligen, Inc.	Amyris, Inc.	MNDA	11/16/2023	$0.00
Intelli-tech	Amyris, Inc.	Subject: Maintenance Agreement Renewal	4/1/2013	$0.00
Intergulf Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/23/2012	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2019	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Amendment to Mutual Confidentiality Agreement	5/13/2019	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	5/14/2018	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	3/5/2015	$0.00
Intertek	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2015	$0.00
Intertek Health Sciences Inc.	Amyris, Inc.	Proposal	8/16/2023	$6,516.25
Intertek Health Sciences Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/3/2017	$0.00
Intertek USA Inc	Amyris, Inc.	Non-Disclosure Agreement	3/12/2012	$0.00
Intertek USA, Inc.	Amyris, Inc.	Non-Disclosure Agreement	8/1/2018	$0.00
Intrigo Systems, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/18/2012	$0.00
Invaio Sciences, Inc.	Amyris, Inc.	Confidentiality Agreement	6/1/2020	$0.00
Invention Machine Corporation	Amyris, Inc.	Confidential Disclosure Agreement	8/28/2012	$0.00
Inventure Renewables, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2017	$0.00
Iogen Corporation; Novozymes Canada Limited	Amyris, Inc.	Re: Mutual Confidentiality Disclosure Agreement Between Amyris, Inc. and Iogen Corporation Effective June 7, 2010 (The "Agreement")	6/7/2010	$0.00
Iowa State University of Science and Technology	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/16/2018	$0.00
Ipca Laboratories Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/26/2016	$0.00
Ipca Laboratories Ltd.	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	9/25/2017	$0.00
Ipiranga Produtos de Petroleo SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2011	$0.00
Ira Janowitz	Amyris, Inc.	Nondisclosure Agreement	4/20/2011	$0.00
IROA Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2023	$0.00
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.	Amyris, Inc.	Secure Shredding Services Agreement	4/26/2012	$783.14
Irvine Pharmaceutical Services, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/8/2012	$0.00
ISLAMIC FOOD AND NUTRITION COUNCIL OF AMERICA	Amyris, Inc.	Halal Certification Agreement	11/1/2019	$0.00
Islamic Food and Nutrition Council of America	Amyris, Inc.	Confidential Disclosure Agreement	7/27/2017	$0.00
ITOCHU Chemicals America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2017	$0.00
ITW Chemical Products Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/27/2011	$0.00
ITW Fluids NA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/9/2014	$0.00
Ivan Zamora	Amyris, Inc.	Nondisclosure Agreement		$0.00
Ivanhoe Industries, Inc.	Amyris, Inc.	Services Agreement	1/18/2012	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Ivanhoe Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/31/2019	$0.00
J and M Scholl, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2016	$0.00
J. Michael Ritzenthaler	Amyris, Inc.	Nondisclosure Agreement	3/22/2010	$0.00
J.P. MORGAN SECURITIES INC.	Amyris, Inc.	Non-Disclosure Agreement	1/8/2010	$0.00
Jack Salazar	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Jacqueline E. Limary	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Jaemin Lee	Amyris, Inc.	Nondisclosure Agreement	7/13/2011	$0.00
James Cortese	Amyris, Inc.	Nondisclosure Agreement	2/10/2011	$0.00
James McCann	Amyris, Inc.	Indemnity Agreement		$0.00
James Young Richardson	Amyris, Inc.	Nondisclosure Agreement	11/20/2010	$0.00
Janet Martinez	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Janson Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2017	$0.00
Jared W. Wenger	Amyris, Inc.	Nondisclosure Agreement	8/2/2011	$0.00
Jared Wenger	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
Jason Voogt	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	3/17/2010	$0.00
Jason Wong	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Jayson Cragg	Amyris, Inc.	Nondisclosure Agreement	11/3/2011	$0.00
Jayson Cragg	Amyris, Inc.	Nondisclosure Agreement	5/20/2011	$0.00
JEF BOEKE	Amyris, Inc.	Confidential Disclosure Agreement	2/9/2012	$0.00
Jeff Curtis	Amyris, Inc.	Nondisclosure Agreement	12/20/2010	$0.00
Jefferies LLC	Amyris, Inc.	Confidentiality Agreement	5/11/2023	$0.00
Jefferies LLC	Amyris, Inc.	Confidentiality Agreement	9/12/2019	$0.00
Jefferson Lai	Amyris, Inc.	Nondisclosure Agreement	9/7/2010	$0.00
Jeffrey Johnson	Amyris, Inc.	Nondisclosure Agreement	7/1/2011	$0.00
Jell Pharmaceuticals PVT. LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2011	$0.00
Jenna Kaminsky	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Jenny Lee	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
JEOL USA < Inc.	Amyris, Inc.	Material Transfer Agreement	7/18/2022	$0.00
Jeremy J Venter	Amyris, Inc.	Nondisclosure Agreement	9/23/2011	$0.00
Jerry S. Zacharatos	Amyris, Inc.	Nondisclosure Agreement	9/29/2010	$0.00
JetBlue Airways Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/5/2016	$0.00
Jetsoftpro LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/25/2023	$0.00
Jewish Congregations of America, Kashruth Division	Amyris, Inc.	Agreement	10/31/2020	$0.00
Jin Ki Hong	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00
Jodi Nunnari	Amyris, Inc.	Confidential Disclosure Agreement	9/24/2013	$0.00
Joe Lee	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2022	$0.00
Joel Freedman	Amyris, Inc.	Nondisclosure Agreement	6/23/2011	$0.00
Joel Velasco	Amyris, Inc.	Confidential Disclosure Agreement	3/6/2015	$0.00
JOHANN HALTERMANN LTD	Amyris, Inc.	Confidential Disclosure Agreement	10/25/2010	$0.00
Johanna Fischmann Chorfi, Weinacht & Associates Philippe Marliere Fortune S.A.	Amyris, Inc.	Non-Disclosure Agreement	10/9/2012	$0.00
John Doerr	Amyris, Inc.	Indemnity Agreement		$0.00
John E. Abdo	Amyris, Inc.	Confidential Disclosure Agreement	5/2/2016	$0.00
John Finn	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
John Hardt	Amyris, Inc.	Nondisclosure Agreement	12/7/2010	$0.00
John Jones	Amyris, Inc.	Nondisclosure Agreement	9/12/2010	$0.00
John Klingstiver	Amyris, Inc.	Nondisclosure Agreement	2/14/2013	$0.00
John P. Castle	Amyris, Inc.	Nondisclosure Agreement	6/8/2010	$0.00
John Reyes	Amyris, Inc.	Nondisclosure Agreement	10/6/2010	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Amendment to Non-Disclosure Agreement	12/15/2010	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Amendment to Non-Disclosure Agreement	12/2/2009	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Joint Nondisclosure Agreement	7/29/2008	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2018	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Nondisclosure Agreement	8/17/2015	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Joint Nondisclosure Agreement	10/4/2007	$0.00
Johnson Matthey Public Limited Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2012	$0.00
Joint Genome Institute for the U.S. Department of Energy; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Jolene Mattson	Amyris, Inc.	Nondisclosure Agreement	1/20/2011	$0.00
Jon Rant	Amyris, Inc.	Nondisclosure Agreement	2/1/2011	$0.00
Jon Rodriguez	Amyris, Inc.	Confidential Disclosure Agreement	3/26/2011	$0.00
Jonathan Paris	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Jordan Thaeler	Amyris, Inc.	Nondisclosure Agreement	3/29/2010	$0.00
Joseph Doolan	Amyris, Inc.	Nondisclosure Agreement	6/5/2011	$0.00
Joshua Kim	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Joshua Noble	Amyris, Inc.	Nondisclosure Agreement	9/14/2012	$0.00
Joyce Lee	Amyris, Inc.	Nondisclosure Agreement	4/26/2013	$0.00
JP Morgan Chase Bank, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2012	$0.00
J-STAR RESEARCH INC.	Amyris, Inc.	Amyris Biotechnologirs, Inc. Confidential Disclosure Agreement	2/25/2010	$0.00
Juan (Karen) Huang	Amyris, Inc.	Nondisclosure Agreement	6/11/2011	$0.00
Juan Carlos Soto	Amyris, Inc.	Nondisclosure Agreement	6/16/2011	$0.00
Juan Palacio	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2021	$0.00
Judith Denery	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Judy Cen	Amyris, Inc.	Nondisclosure Agreement	10/23/2012	$0.00
Julie Dearnley	Amyris, Inc.	Nondisclosure Agreement	5/25/2011	$0.00
Julie Washington	Amyris, Inc.	Indemnity Agreement		$0.00
Juliet Wolf	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/25/2022	$0.00
Juliette Laoyan	Amyris, Inc.	Nondisclosure Agreement	11/4/2011	$0.00
Just Media	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/9/2018	$0.00
Justin Gerke	Amyris, Inc.	Confidential Disclosure Agreement	7/15/2010	$0.00
Justin Regele	Amyris, Inc.	Nondisclosure Agreement	4/13/2010	$0.00
Justin Wedepohl	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2023	$0.00
Justin Wedepohl	Amyris, Inc.	Nondisclosure Agreement	7/21/2011	$0.00
Justuno Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/28/2022	$0.00
Kaiser Foundation Health Plan, Inc.	Amyris, Inc.	Kaiser Permanente Health Plan Contract Printing Instruction Sheet	1/1/2023	$0.00
KAISER OPTICAL SYSTEMS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2011	$0.00
Kalsec, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2023	$0.00
Karen Weaver	Amyris, Inc.	Nondisclosure Agreement	3/10/2011	$0.00
Karl Fisher	Amyris, Inc.	Transfer Agreement	3/10/2014	$2,100.00
Kate Howell	Amyris, Inc.	Confidential Disclosure Agreement	8/10/2018	$0.00
Kate Melvin Design	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
Katherine Cronin	Amyris, Inc.	Nondisclosure Agreement	4/21/2011	$0.00
Kathleen Hirano	Amyris, Inc.	Nondisclosure Agreement	5/20/2011	$0.00
Kathleen Monroe	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Kathryn Lee	Amyris, Inc.	Nondisclosure Agreement	3/21/2011	$0.00
Kathryn Watson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2022	$0.00
Kathy Kobayashi	Amyris, Inc.	Confidential Disclosure Agreement	11/29/2010	$0.00
Kathy Walsh	Amyris, Inc.	Nondisclosure Agreement	1/20/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Kati C. Wu	Amyris, Inc.	Nondisclosure Agreement	3/16/2011	$0.00
Katie Frye	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2022	$0.00
KATZEN International, Inc.	Amyris, Inc.	Confidentiality & Non-Use Agreement	6/9/2011	$0.00
Kaufman Container, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2019	$0.00
Kavitha Sankar	Amyris, Inc.	Nondisclosure Agreement	3/5/2013	$0.00
kdm Communications Limited; Thermo Fisher Scientific Inc	Amyris, Inc.	Confidentiality Agreement	7/28/2023	$0.00
Kedar Patel	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
Kei Kitakata	Amyris, Inc.	Nondisclosure Agreement	9/9/2010	$0.00
Keith A. Hall	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Keith Alsaker	Amyris, Inc.	Nondisclosure Agreement	9/30/2011	$0.00
Kelly Ibsen	Amyris, Inc.	Nondisclosure Agreement	9/9/2011	$0.00
Kelly Na	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2022	$0.00
Kelly Services Inc.	Amyris, Inc.	Staffing Services Agreement	5/23/2022	$0.00
Kemin	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Kemin Industries, Inc.	Amyris, Inc.	Material Transfer Agreement	5/10/2023	$0.00
Ken Goldman	Amyris, Inc.	Nondisclosure Agreement	1/12/2012	$0.00
Kenshoo, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/20/2022	$0.00
Keri Elizabeth Zook	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Kerry do Brasil, Ltda.	Amyris, Inc.	MNDA	9/15/2023	$0.00
Kevin Just	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
KFK, INC.	Amyris, Inc.	Mutual Confidential Disclosure and No-Shop Agreement	7/9/2010	$0.00
Kirt Stadler	Amyris, Inc.	Nondisclosure Agreement	2/16/2011	$0.00
Kluber Lubrication Munchen KG	Amyris, Inc.	Addendum to the Secrecy Agreement	8/2/2010	$0.00
KIVICO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/6/2012	$0.00
Kleen Test Products Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/20/2015	$0.00
KLJ Resource LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2011	$0.00
Klocke of America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2019	$0.00
KLOCKE OF AMERICA, INC.	Amyris, Inc.	Mutual Nondisclosure and Confidentiality Agreement	1/22/2015	$0.00
Kluber Lubrication Munchen KG	Amyris, Inc.	Secrecy Agreement	2/8/2010	$0.00
KM LIQUIDS TERMINALS LLC	Amyris, Inc.	Confidentiality Agreement	6/24/2011	$0.00
KMCO INC.	Amyris, Inc.	Confidential Disclosure Agreement	8/13/2010	$0.00
KMCO, L.P.	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
Knechtel, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2019	$0.00
Koch Biological Solutions, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/5/2018	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	1/15/2012	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2021	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/6/2013	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	1/27/2010	$0.00
Koch Modular Process Systems, LLC.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	1/14/2011	$0.00
Koninklijke Nedalco B.V.	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/17/2011	$0.00
Kovarus	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/11/2018	$0.00
Kraft Heinz Foods Company	Amyris, Inc.	Non-Disclosure Agreement	5/16/2022	$0.00
Kraton Polymers LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/10/2016	$0.00
Kuehnle	Amyris, Inc.	License Agreement	3/23/2027	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	5/23/2016	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2020	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/9/2014	$0.00
Kunlun Ouyang	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Kuraray America, Inc.; Kuraray Co. LTD.	Amyris, Inc.	Amendment # 2 to Mutual Confidential Disclosure Agreement	9/12/2011	$0.00
Kuraray America, Inc.; Kuraray Co. LTD.	Amyris, Inc.	Mutual Confidential Disclsosu Re Agreement	3/17/2010	$0.00
Kuraray Co., Ltd.	Amyris, Inc.	Re: Consent to 5 Year Confidentiality Term in Pirelli Secrecy Agreement	7/21/2011	$0.00
KURARAY CO., LTD.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	9/24/2009	$0.00
KURARAY CO; Nike, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2013	$0.00
Kyle Wente	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
L.E.K. Consulting LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2023	$0.00
L'ORÉAL USA S / D, INC.	Amyris, Inc.	Exclusive Material Evaluation Agreement	6/15/2023	$0.00
L'ORÉAL USA S/D, Inc.	Amyris, Inc.	Confidentiality Agreement	10/19/2022	$0.00
LABCYTE INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/12/2017	$0.00
Lab-Machines, Inc.	Amyris, Inc.	Estimate 35626	7/5/2023	$0.00
Lab-Machines, Inc.	Amyris, Inc.	Quote 1575		$0.00
Labstep Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2020	$0.00
Laetitia Coudray	Amyris, Inc.	Nondisclosure Agreement	9/30/2011	$0.00
Laia Huerga Valles	Amyris, Inc.	Nondisclosure Agreement	8/17/2012	$0.00
Lallemand Specialties, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/28/2016	$0.00
Lana Spencer	Amyris, Inc.	Nondisclosure Agreement	12/2/2011	$0.00
Lance Hulsey	Amyris, Inc.	Nondisclosure Agreement	7/1/2010	$0.00
LANXESS CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential. Disclosure Agreement	2/11/2010	$0.00
Lanxess Deutschland GmbH	Amyris, Inc.	Confidentiality and Material Transfer Agreement	7/15/2014	$0.00
LANXESS Deutschland GmbH	Amyris, Inc.	Confidentiality and Material Transfer Agreement Between Amyris Inc. and Lanxess Deutschland Gmbh	7/15/2014	$0.00
Lanxess Deutschland GmbH	Amyris, Inc.	Confidentiality Agreement	2/15/2012	$0.00
Lanxess, Inc.	Amyris, Inc.	Confidentiality and Material Transfer Agreement	10/10/2014	$0.00
Lares Consulting	Amyris, Inc.	Confidential Disclosure Agreement	11/7/2018	$0.00
Laserson SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/28/2013	$0.00
Lauren McDougald	Amyris, Inc.	Nondisclosure Agreement	9/27/2012	$0.00
Lauren Pickens	Amyris, Inc.	Nondisclosure Agreement	5/18/2011	$0.00
LAVVAN Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2019	$0.00
Lawrence Ha	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Laxai LifeSciences	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2017	$0.00
Lazard Asset Management LLC; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Lazard Capital Markets LLC; Lazard Freres & Co. LLC	Amyris, Inc.	Non-Disclosure Agreement	10/28/2013	$0.00
LCS Advances Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2015	$0.00
Lede Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/3/2023	$0.00
LEK Consulting	Amyris, Inc.	Amyris LEK NDA	9/20/2023	$0.00
Lesaffre International S.A.R.L.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/23/2010	$0.00
Leslie Stanton	Amyris, Inc.	Nondisclosure Agreement	5/9/2011	$0.00
Lewis Brothers Bakeries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
LG Chem Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2014	$0.00
LG Chem, Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/1/2022	$0.00
Lica Enterprises Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2015	$0.00
Lieberman Research Worldwide	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/20/2020	$0.00
Life Technologies Corporation	Amyris, Inc.	Non-Disclosure Agreement	4/20/2012	$0.00
Lifetech Resources, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2019	$0.00
LIGAND PHARMACEUTICALS INCORPORATED	Amyris, Inc.	Mutual Confidentiality Agreement	5/12/2023	$0.00
Lila Cheung	Amyris, Inc.	Nondisclosure Agreement	4/8/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Linden Advisors LP; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Lindsay Flint	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Lindsey Oh	Amyris, Inc.	Nondisclosure Agreement	5/10/2011	$0.00
Linsay King-Miller	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2022	$0.00
Lipo Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2011	$0.00
LIQUID AGENCY	Amyris, Inc.	Confidential Disclosure Agreement	11/15/2010	$0.00
Lisa Qi	Amyris, Inc.	Indemnity Agreement		$0.00
Litmedia productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2022	$0.00
Little Bear Studios	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/16/2022	$0.00
Livewith, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2022	$0.00
LIVINGSTON INTERNATIONAL INC.	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2011	$0.00
Liza Lopez	Amyris, Inc.	Nondisclosure Agreement	11/14/2011	$0.00
Lockheed Martin Space	Amyris, Inc.	Amendment No. 1 to Lockheed Martin Space Bilateral Nondisclosure Agreement	6/22/2023	$0.00
Lockheed Martin; Sandia Corporation; The Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/17/2013	$0.00
logen Bio-Products Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/7/2010	$0.00
LOGISTICA Y SERVICIOS JANEZ, S.L,	Amyris, Inc.	Warehousing and Logistics Agreement	5/21/2019	$0.00
Logoplaste	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	9/12/2013	$0.00
Logoplaste	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/13/2012	$0.00
Logoplaste USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/11/2019	$0.00
Logos Technologies, Inc.	Amyris, Inc.	Non-Disclosure Agreement	4/6/2010	$0.00
L'Onvie Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2018	$0.00
L'Onvie Inc; Universidade Catolica Portuguesa	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	5/4/2018	$0.00
Lonza Biologics Inc.	Amyris, Inc.	Confidentiality Agreement	8/10/2020	$0.00
Lonza Biologics, Inc.	Amyris, Inc.	Confidentiality Agreement	8/13/2012	$0.00
Lonza Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/13/2019	$0.00
L'Oreal USA S / D, Inc.	Amyris, Inc.	First Amendment to Confidentiality Agreement (C220407)	10/18/2022	$0.00
Lorelai Robideaux	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2021	$0.00
Loren Perelman	Amyris, Inc.	Nondisclosure Agreement	2/22/2012	$0.00
Lorna Jo Champagne	Amyris, Inc.	Nondisclosure Agreement	10/10/2011	$0.00
Los POGYVIPIMInZtAfiltileInnd COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Lotus Labels	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2020	$0.00
Love Social Media, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Lovebite S L.	Amyris, Inc.	Confidential Disclosure Agreement	6/6/2014	$0.00
Lovesocial	Amyris, Inc.	Confidential Disclosure Agreement	10/6/2014	$0.00
Lubline Lubricants and additives	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2011	$0.00
Lubrizol Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/5/2017	$0.00
Lubrizol Corporation	Amyris, Inc.	Secrecy Agreement Lubrizol No. 30538	7/7/2010	$0.00
Lucas Handley	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2022	$0.00
Lucas Handley	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2021	$0.00
Lucio and Mauricio Tomasiello	Amyris, Inc.	Instrumento Particular De Contrato De Locação De Imóvel Não Residencial		$0.00
Lurgi, Inc.	Amyris, Inc.	Confidentiality and Restricted Use Agreement	11/3/2010	$0.00
Luuk van der Wielen	Amyris, Inc.	Nondisclosure Agreement	12/17/2010	$0.00
Lux Research Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2021	$0.00
Lydia Wei	Amyris, Inc.	Non-Disclosure Agreement	6/24/2011	$0.00
Lygos, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/4/2020	$0.00
M&L Laboratories	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/19/2012	$0.00
M. Freddie Reiss	Amyris, Inc.	Indemnity Agreement		$0.00
M+H PLASTICS INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
M2i Biocontrol	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
M2i Biocontrol	Amyris, Inc.	Materials Transfer Agreement		$0.00
m2p-labs GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/25/2014	$0.00
Made Thought Design Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2023	$0.00
Maggie Lindsey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2018	$0.00
Magnolia Bluff Productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2020	$0.00
Magothy Consulting Group, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2022	$0.00
Magritek Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/1/2020	$0.00
Magritek Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	4/8/2019	$0.00
Mallinckrodt LLC	Amyris, Inc.	Non-Disclosure Agreement	7/7/2015	$0.00
Man Hong Lam	Amyris, Inc.	Nondisclosure Agreement	8/6/2010	$0.00
Mana Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/1/2019	$0.00
Mana Products, Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	4/20/2014	$0.00
Manifest LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2022	$0.00
Manufacture Francaise des Pneumatiques Michelin	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	4/5/2011	$0.00
Marc Gottesman	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2022	$0.00
Marc Roussel	Amyris, Inc.	Nondisclosure Agreement	4/1/2011	$0.00
Marco Falcioni	Amyris, Inc.	Nondisclosure Agreement	6/7/2010	$0.00
Mari Beauty Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2022	$0.00
Maria Francisca Lopes	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2022	$0.00
Maria Salvaterra Garcia	Amyris, Inc.	Confidential Disclosure Agreement 24	1/22/2013	$0.00
MARIA SANCHEZ LIERA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2022	$0.00
Marian Corpus	Amyris, Inc.	Nondisclosure Agreement	5/10/2013	$0.00
Marianne Gesner	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Mark Caporale	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Mark Grant	Amyris, Inc.	Nondisclosure Agreement	10/2/2012	$0.00
Mark Hornor	Amyris, Inc.	Nondisclosure Agreement		$0.00
Mark Micklatcher	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Mark Patel	Amyris, Inc.	Nondisclosure Agreement	1/7/2010	$0.00
Mark Segal, Ph. D.	Amyris, Inc.	Nondisclosure Agreement	8/13/2010	$0.00
Mark Westley	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	5/21/2010	$0.00
Markel Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
Marketing Arm Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Marrone Bio Innovations, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	11/7/2014	$0.00
Marrs Printing 5	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2020	$0.00
Martin Gresho	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Mary Maxon	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2013	$0.00
Mary Udoh	Amyris, Inc.	Nondisclosure Agreement	12/9/2010	$0.00
Mary Weston	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Maryborough Sugar Factory Limited; Tableland Canegrowers LTD.	Amyris, Inc.	Confidentiality Agreement	9/13/2010	$0.00
Mascoma, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2015	$0.00
Massachusetts Institute of Technology	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/15/2019	$0.00
Materia, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2011	$0.00
Materia, Inc.	Amyris, Inc.	Addendum to Mutual Confidential Disclosure Agreement	10/31/2011	$0.00
Matt Youngblood	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
Matthew Ball	Amyris, Inc.	Confidential Disclosure Agreement	9/29/2016	$0.00
Matthew Burns	Amyris, Inc.	Nondisclosure Agreement	12/13/2011	$0.00
Matthew Mattozi	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Matthew Nieder	Amyris, Inc.	Nondisclosure Agreement	5/3/2011	$0.00
Matthew Sullivan	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Maurbeni Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/29/2015	$0.00
Mawo Tominaga	Amyris, Inc.	Nondisclosure Agreement	3/20/2012	$0.00
Max G. Schubert	Amyris, Inc.	Nondisclosure Agreement	11/16/2011	$0.00
Max H. Braunstein	Amyris, Inc.	Nondisclosure Agreement	4/10/2013	$0.00
May Nguyen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2022	$0.00
MCCAMPBELL ANALYTICAL INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2011	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Material Transfer Agreement	3/13/2023	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	6/10/2020	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Exhibit A-2 to Material Transfer and Confidentiality Agreement Between Amyris, Inc. and Mc Campbell Analytical, Inc.,	6/11/2019	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/8/2018	$0.00
McKinley Resources, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2015	$0.00
Mead Johnson & Company LLC	Amyris, Inc.	Two Way Confidentiality Agreement	10/19/2022	$0.00
MeadWestvaco Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2015	$0.00
Mecca Allah	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2021	$0.00
Medallion Laboratories	Amyris, Inc.	Services Agreement	5/23/2012	$0.00
MEDICAL CANNABOARD, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2020	$0.00
Medley LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
Meihua (Shanghai) Biotechnology Co. Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/18/2018	$0.00
Melissa Navarro	Amyris, Inc.	Nondisclosure Agreement	3/22/2010	$0.00
Melody Business Finance, LLC	Amyris, Inc.	Confidentiality Agreement	9/22/2015	$0.00
Membrane Specialists LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/20/2018	$0.00
Merck & Cie	Amyris, Inc.	Materials Transfer Agreement		$0.00
Merck KGaA	Amyris, Inc.	Confidentiality Agreement	11/19/2020	$0.00
Merck Sharp & Dohme Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2016	$0.00
Merja Penttila	Amyris, Inc.	Confidential Disclosure Agreement	3/27/2015	$0.00
Metabolon, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2017	$0.00
Metabolon, Inc.	Amyris, Inc.	Confidentiality Agreement	7/6/2011	$0.00
Metagenomi.co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2020	$0.00
Metallix Refining Inc.	Aprinnova, LLC	Mutual Confidential Disclosure Agreement	10/24/2017	$0.00
METALLIX REFINING, INC.	Amyris, Inc.	Confidentiality, Non-Disclosure and Use Agreement	11/19/2012	$0.00
Metalytics, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/6/2017	$0.00
Metamixis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/19/2016	$0.00
METGEN	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2011	$0.00
Method Products Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	10/15/2012	$0.00
Method Products, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/27/2011	$0.00
MetLife Legal Plans, Inc.	Amyris, Inc.	Group Legal Services Plan	1/1/2023	$0.00
Metropolitan Life Insurance Company	Amyris, Inc.	Dental Care Benefits Administrative Services Agreement	1/1/2023	$0.00
Metropolitan Life Insurance Company	Amyris, Inc.	Agent Deposit Account Agreement	12/7/2022	$0.00
Mettler Toledo AutoChem Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/5/2018	$0.00
Mettler-Toledo, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/19/2018	$0.00
Michael Arbuckle	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Michael Bishop	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Michael Bissell	Amyris, Inc.	Nondisclosure Agreement	6/9/2010	$0.00
Michael Flaschen	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	1/20/2010	$0.00
Michael Harris	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
Michael Hoehner	Amyris, Inc.	Nondisclosure Agreement	6/20/2011	$0.00
Michael Pailer - SSB	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2011	$0.00
Michael Reichman	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Michael Smyers	Amyris, Inc.	Nondisclosure Agreement	8/25/2010	$0.00
Michael Wachs	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2022	$0.00
Michaela Chigango	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Michelle Kanemitsu	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2022	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2013	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Mutual Nondisclosure Agreement	3/2/2016	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2014	$0.00
Michigan State University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/10/2021	$0.00
Michigan State University	Amyris, Inc.	Confidential Disclosure Agreement	6/20/2018	$0.00
MICROBIOGEN PTY LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/2/2010	$0.00
Microbiogen Pty Ltd.	Amyris, Inc.	Materials Transfer Agreement		$0.00
MICROSOFT CORPORATION	Amyris, Inc.	Non-Disclosure Agreement	4/26/2011	$0.00
Microsoft Corporation	Amyris, Inc.	Business and Services Agreement U6590933		$0.00
Microsoft Corporation	Amyris, Inc.	Master Agreement E7347040		$0.00
Microsoft Corporation	Amyris, Inc.	License Agreement: Enrollments 46714457 & 67609689	7/1/2022	$1,260,375.38
MICROVI BIOTECH, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/9/2017	$0.00
Mid-Atlantic Technology, Research & Innovation, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2018	$0.00
MIDCAP FINANCIAL TRUST	Amyris, Inc.	Re: Confidentiality Agreement	9/17/2015	$0.00
MidContinental Chemical, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/10/2010	$0.00
MIDI LABS, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2011	$0.00
Midwest Laboratories Inc.	Amyris, Inc.	Amendment No. 1 to the Services Agreement	4/10/2022	$0.00
Miles Label Co., Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
MILLIKEN & COMPANY	Amyris, Inc.	Confidentiality Agreement	4/4/2016	$0.00
Minafin SARL	Amyris, Inc.	Non-Disclosure Agreement	4/1/2014	$0.00
Minakem SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2020	$0.00
Minesoft	Amyris, Inc.	PatBase License	9/15/2017	$0.00
Mintel Group Ltd.	Amyris, Inc.	Order for Services	10/1/2023	$0.00
Mirco Benatti	Amyris, Inc.	Mutual Confidentiality Agreement	3/8/2017	$0.00
Mischtechnik GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00
Mitsui & Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/15/2014	$0.00
Models Inc Talent Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/22/2022	$0.00
Modern Meadow Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2016	$0.00
MOLECULAR DEVICES, LLC	Amyris, Inc.	Confidential Disclosure Agreement	9/20/2012	$0.00
Momentive Performance Materials Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/5/2013	$0.00
MommyCon LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2019	$0.00
Monnet Design	Amyris, Inc.	Confidential Disclosure Agreement	1/20/2015	$0.00
Morgan Stanley & Co. Incorporated	Amyris, Inc.	Confidentiality Agreement	1/7/2010	$0.00
Morgan Stanley & Co. LLC	Amyris, Inc.	Confidentiality Agreement	4/28/2014	$0.00
Morinaga Milk Industry Co., Ltd.	Amyris, Inc.	Mutual Confidentiality Agreement	7/28/2023	$0.00
Morningside Translations, Inc.	Amyris, Inc.	Services Agreement	10/20/2014	$0.00
Morrison B. Mac	Amyris, Inc.	Nondisclosure Agreement	1/3/2011	$0.00
Moss Adams LLP	Amyris, Inc.	Engagement Letter	6/5/2023	$0.00
Motherly, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/23/2019	$0.00
MOTT CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2011	$0.00
MOVERS AND SHAKERS LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
MSDSonline, Inc.	Amyris, Inc.	Customer Order Form	11/14/2013	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Multi Packaging Solution	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2015	$0.00
Mutesix LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2022	$0.00
Myers Vacuum Repair Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2018	$0.00
Myra Lee M. Martinez	Amyris, Inc.	Nondisclosure Agreement	6/9/2010	$0.00
Nababy LLC	Amyris, Inc.; Amyris Clean Beauty, Inc.	Mutual Release and Settlement Agreement	5/19/2023	$0.00
NAGASE & CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/21/2018	$0.00
Nalco Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2012	$0.00
Nalien Vongtharangsy	Amyris, Inc.	Nondisclosure Agreement	12/1/2010	$0.00
Namsiang Company, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Nanophase Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2015	$0.00
Nanoscience Instruments, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/10/2019	$0.00
Napo Pharmaceuticals Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2017	$0.00
NARCHEM CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2010	$0.00
NATION FORD CHEMICAL COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	8/10/2010	$0.00
NATIONAL AGRICULTURAL RESEARCH INSTITUTE	Amyris, Inc.	Non-Disclosure Agreement	3/29/2019	$0.00
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/13/2011	$0.00
National Food Laboratory, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/12/2021	$0.00
National Packaging Co., Inc.	Amyris, Inc.	Material Sampling and Mutual Confidentiality and Non-Use Agreement	9/13/2019	$0.00
NATIONAL POLYMER LABORATORIES	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2010	$0.00
Natrium Capital Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Natural Food Certifiers Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2022	$0.00
NatureWorks, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2011	$0.00
Naturochim S.A.S.; VALAGRO CARBONE RENOUVELABLE POITOU-CHARENTES	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/12/2012	$0.00
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUXENT RIVER	Amyris, Inc.	A Limited Purpose Cooperative Research and Development Agreement (Lp-Crada) for Equipment or Material Transfer (From Non-Navy Provider to Navy Recipient)	7/14/2014	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	Non-Standard Navy Cooperative Research and Development Agreement	5/10/2021	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	First Amendment to Non-standard Cooperative R&D Agreement	4/20/2023	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	Second Amendment to Non-standard Cooperative R&D Agreement	10/19/2023	$0.00
NAVEX Global, Inc.	Amyris, Inc.	Order Form 561351	6/30/2022	$3,108.64
Navia Benefit Solutions, Inc.	Amyris, Inc.	Contract Information Page	1/1/2019	$0.00
Navilon Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/5/2012	$0.00
Navin Ramachandran	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
NegotiumBio, LLC	Amyris, Inc.	Consulting Agreement	11/30/2021	$0.00
NegotiumBio, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2021	$0.00
Neil Canter	Amyris, Inc.	Nondisclosure Agreement	10/7/2010	$0.00
Neil Grady	Amyris, Inc.	Nondisclosure Agreement	12/11/2010	$0.00
Neo-morgan laboratory	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2014	$0.00
Neste Oyj	Amyris, Inc.	Confidentiality Agreement	5/16/2016	$0.00
Neudesic, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	4/29/2013	$0.00
Neumann Systems Group, Inc	Amyris, Inc.	Confidential Disclosure Agreement	6/28/2011	$0.00
NEUMANN SYSTEMS GROUP, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2011	$0.00
Neuter &Co., Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/30/2015	$0.00
New Engen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2020	$0.00
New Relic, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2018	$0.00
Nexant, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclsoure Agreement	6/13/2012	$0.00
NEXANT, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/6/2011	$0.00
NEXANT, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/17/2010	$0.00
Nguyen Tarbet LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
Niche Chemicals Sdn Bhd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/1/2015	$0.00
Nick Rosser	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Niekamp Law	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2023	$0.00
Nikki Pratchios	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.	Amendment #1 to Material Transfer Agreement	11/1/2011	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.; Aprinnova, LLC	Termination Agreement	12/15/2022	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.; Aprinnova, LLC	Second A&R Aprinnova Operating Agreement	12/15/2022	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	9/1/2014	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	8/21/2013	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	9/21/2012	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/11/2014	$0.00
NIKKO CHEMICALS CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2011	$0.00
Nilanjana Cabrera	Amyris, Inc.	Nondisclosure Agreement	10/19/2011	$0.00
Nina F. Del Prado	Amyris, Inc.	Nondisclosure Agreement	2/21/2012	$0.00
Nippon Refine	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/5/2012	$0.00
NIPPON TERPENE CHEMICALS, INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	12/3/2014	$0.00
Nirvana Solutions LTD Limited Company (UK)	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2022	$0.00
Nisha Masharani	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Nishant Patni	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Nomis Bay Ltd.	Amyris, Inc.	Confidential Disclosure Agreement	5/4/2016	$0.00
North Dakota State University	Amyris, Inc.	Statement of Work No. 3	6/14/2023	$0.00
North Dakota State University	Amyris, Inc.	Master Services Agreement	8/26/2022	$0.00
North Dakota State University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
NorthEast Products, Inc.	Amyris, Inc.	Confidentiality Agreement		$0.00
Northland Laboratories	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2012	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Services Agreement	4/1/2014	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Amendment #1 to Service Agreement	5/12/2014	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	3/1/2015	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	3/7/2013	$0.00
NOVA MOLECULAR TECHNOLOGIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2018	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2012	$0.00
NOVA MOLECULAR TECHNOLOGIES, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2010	$0.00
Novasep, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	3/8/2012	$0.00
Novasep, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Novasep, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/7/2020	$0.00
Novasep, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/9/2018	$0.00
Novogy, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/22/2015	$0.00
Novozymes Canada Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2015	$0.00
Novozymes Canada Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/12/2013	$0.00
Novozymes Latin America Ltda	Amyris, Inc.	Confidential Disclosure and Sampling Agreement	12/21/2016	$0.00
Novus International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2014	$0.00
Novus International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Novvi LLC	Amyris, Inc.	Amendment #1 to Ip License Agreement	3/21/2016	$6,315.00
Novvi LLC	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	11/17/2015	$0.00
Novvi LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2013	$0.00
Novvi LLC	Apprinova, LLC	Lease Agreement dated 10th of August, 2022	7/1/2022	$0.00
NPD Group, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	8/28/2014	$0.00
NPD Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2014	$0.00
NSF International	Amyris, Inc.	Agreement for Nondisclosure of Confidential Information	11/18/2014	$0.00
NuMega Resonance Labs	Amyris, Inc.	Services Agreement and SOW	12/4/2019	$0.00
Numerica Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2013	$0.00
NuSil Technology LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	9/5/2019	$0.00
Nutrasource Diagnostics Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/23/2019	$0.00
NUTRASWEET COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2010	$0.00
NYE LUBRICANTS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2011	$0.00
Nynas AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2011	$0.00
O. Berk Company of New England	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2022	$0.00
Oak Cliff Beverage Works, Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
OfficeSpace Software Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	11/18/2020	$0.00
Oksana Wright	Amyris, Inc.	Indemnity Agreement		$0.00
Okta, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/16/2012	$0.00
Old Republic Professional, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Olga Keeley	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
OligoCo, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/14/2013	$0.00
OLIGOCO, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2011	$0.00
Oliver Liu	Amyris, Inc.	Nondisclosure Agreement	7/6/2011	$0.00
Olon Ricerca Bioscience, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2017	$0.00
ONO AGENCY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2021	$0.00
ONO Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2022	$0.00
Optima Chemical Group, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2015	$0.00
ORACLE	Amyris, Inc.	Confidential Disclosure Agreement	3/1/2011	$0.00
Oracle	Amyris, Inc.	NetSuite 3 month Extension	1/23/2024	$63,285.45
OrbiMed Advisors LLC	Amyris, Inc.	Confidentiality Agreement	9/23/2015	$0.00
Orchard International Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Oreste Fieschi	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2019	$0.00
ORG CHEM Group	Amyris, Inc.	Seventeenth Amendment to Service Agreement	10/5/2020	$0.00
ORG CHEM Group	Amyris, Inc.	Sixteenth Amendment to Service Agreement	4/15/2020	$0.00
ORG CHEM Group	Amyris, Inc.	Fifteenth Amendment to Service Agreement	3/6/2019	$0.00
ORG CHEM Group	Amyris, Inc.	Fourteenth Amendment to Service Agreement	11/13/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Amyris Thirteenth Amendment to Service Agreement	1/10/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Twelfth Amendment to Service Agreement	5/10/2017	$0.00
ORG CHEM Group	Amyris, Inc.	Eleventh Amendment to Service Agreement	9/14/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Amended and Restated Ninth Amendment to Service Agreement	3/28/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Eighth Amendment to Services Agreement	1/1/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #7 to Service Agreement	10/12/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #6 to Service Agreement	6/23/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Re: Second Modification to Amendment 43 to Service Agreement	6/9/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #5 to Service Agreement	1/27/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #4 to Service Agreement	12/11/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #4 to Service Agreement	11/13/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #3 to Service Agreement	7/17/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #2 to Service Agreement	4/9/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	11/13/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	5/3/2017	$0.00
ORG CHEM Group	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/1/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2021	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Material Transfer Addendum	11/19/2021	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	21St Amendment to Service Agreement	3/29/2023	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Nineteenth Amendment to Service Agreement	9/1/2022	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Twentieth Amendment to Service Agreement	3/25/2022	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Eighteenth Amendment to Service Agreement	2/15/2021	$0.00
Organic Consultants Inc.; Pressure Chemical Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2020	$0.00
Organic Consultants Inc.; Synthonix, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/19/2021	$0.00
Organic Consultants, Inc	Amyris, Inc.	Confidential Disclosure Agreement	4/4/2018	$0.00
ORGANIC FUELS ALGAE TECHNOLOGIES, LLC	Amyris, Inc.	Confidentiality Agreement	9/14/2011	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/14/2017	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/3/2017	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2013	$0.00
Organix Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2020	$0.00
Oscar Kegel	Amyris, Inc.	Nondisclosure Agreement		$0.00
Osuge Food	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2022	$0.00
Oterra A/S	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2022	$0.00
Oxford Advisory Services, LLC	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	4/2/2020	$0.00
Oxford Advisory Services, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
OXFORD INSTRUMENTS INDUSTRIAL PRODUCTS LIMITED	Amyris, Inc.	Mutual Confidentiality Agreement for Possible Collaborative Venture	5/25/2011	$0.00
Oxford Instruments Industrial Products Ltd	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/1/2020	$0.00
Oxiteno S.A. Industria e Comercio	Amyris, Inc.	Disclosure Authorization	2/8/2010	$0.00
Oyl + Water	Amyris, Inc.	Confidential Disclosure Agreement	1/8/2015	$0.00
OZEN ENGINEERING, INC.	Amyris, Inc.	Confidential Disclosure Agreement	3/22/2011	$0.00
P.P.C., Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2021	$0.00
Pacific Biosciences of California, Inc.	Amyris, Inc.	Reciprocal Non-Disclosure Agreement	10/9/2015	$0.00
Pack Tech A/S	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
PACKAGING PROGRAMAÇÃO VISUAL LTDA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2019	$0.00
Pall Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2022	$0.00
Pall Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/26/2010	$0.00
PANACEA BIOTEC LIMITED	Amyris, Inc.	Materials Transfer Agreement		$0.00
Panacea Biotec Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
PANAMA PETROCHEM LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2011	$0.00
Parade	Amyris, Inc.	Confidential Disclosure Agreement	2/20/2015	$0.00
PARKER HANNIFIN CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2011	$0.00
Partek Incorporated	Amyris, Inc.	Quotation	10/31/2012	$0.00
Particle Sciences, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2021	$0.00
Particle Technology Group, LLC	Amyris, Inc.	Material Transfer Agreement	2/15/2022	$0.00
Patagonia, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2015	$0.00
PATH Drug Solutions	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2014	$0.00
Patheon API Inc.	Amyris, Inc.	Amendment No. 1	10/8/2021	$0.00
Patheon API Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/22/2020	$0.00
Patil Arrmenian	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Patrice Yursik, DBA as Afrobella LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2022	$0.00
Paul Hastings LLP; Silverback Asset Management, LLC; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Paul Hastings LLP; U.S. Bank National Association; Wolverine Flagship Fund Trading Limited	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Paul J. Grimmer	Amyris, Inc.	Confidential Disclosure Agreement	11/22/2010	$0.00
Paul Sun	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2021	$0.00
Paula Roach Vettel	Amyris, Inc.	Nondisclosure Agreement	9/7/2010	$0.00
Pavan Maholtra	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
PAXIO, Inc.	Amyris, Inc.	Quote No. Q000593	5/15/2023	$0.00
PAXIO, Inc.	Amyris, Inc.	IT Service Agreement	2/22/2023	$0.00
PDC PROCESS DESIGN CENTER, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2011	$0.00
PellePharm, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
Penman Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/28/2013	$0.00
Penn A Kem LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2016	$0.00
Penn A Kem, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2013	$0.00
PENN SCHOEN BERLAND	Amyris, Inc.	Confidential Disclosure Agreement	12/17/2010	$0.00
PepsiCo, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Use Agreement	10/13/2020	$0.00
PepsiCo, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Use Agreement	10/24/2019	$0.00
Percy Works Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/14/2021	$0.00
Performance Based Ergonomics, Inc.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/20/2010	$0.00
PERIGON INTERNATIONAL, INC.	Amyris, Inc.	Confidential. Disclosure Agreement	3/29/2011	$0.00
Peter Allan	Amyris, Inc.	Confidential Disclosure Agreement	3/23/2018	$0.00
Peter Owen	Amyris, Inc.	Nondisclosure Agreement	10/13/2010	$0.00
Peter Sattari	Amyris, Inc.	Nondisclosure Agreement	5/25/2011	$0.00
Petrizzo Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/11/2020	$0.00
Petrobras Biocombustivel SA; Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	12/6/2010	$0.00
PETRONAS BASE OIL SDN BHD	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	4/2/2010	$0.00
Petroyag Kimyasallar San. Tic. A.S.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/10/2012	$0.00
Petty Cash, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2022	$0.00
Pfaudler, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
PFIZER INC.	Amyris, Inc.	Confidentiality Agreement	2/29/2016	$0.00
Pfizer Inc.	Amyris, Inc.	Confidentiality Agreement	3/16/2010	$0.00
Pharma Cos S.r. I.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
Pharma Developability Solutions Consulting, LLC	Amyris, Inc.	Material Transfer Agreement	6/24/2021	$0.00
PharmaBioSource, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/29/2021	$0.00
PHAULDER, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/11/2011	$0.00
Phenomenex, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/9/2014	$0.00
Phi Pham	Amyris, Inc.	Nondisclosure Agreement	4/4/2010	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2018	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Confidential Disclosure Agreement	9/8/2015	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2011	$0.00
Phidel Digital LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Phillip Lovasik	Amyris, Inc.	Nondisclosure Agreement	7/11/2010	$0.00
Phoenix Bio Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/2/2011	$0.00
Phycus Biotechnologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2019	$0.00
Phyto Tech Corp	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2016	$0.00
picoSpin, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/31/2011	$0.00
Pierre Monsan	Amyris, Inc.	Engagement Spécifique DE Confidentialité		$0.00
Pierre-Alay Ceralli	Amyris, Inc.	Confidential Disclosure Agreement	2/10/2017	$0.00
Ping Wei	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
PINOVA HOLDINGS, INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2012	$0.00
Pioneer Sales Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
PK4 Media, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/22/2019	$0.00
PlanSource Benefits Administration, Inc.	Amyris, Inc.	Open Enrollment Renewal Statement of Work		$0.00
PLANSOURCE BENEFITS ADMINISTRATION, INC.	Amyris, Inc.	End User Services Agreement Order Form # Q-61839	8/1/2023	$0.00
Plant Bioscience Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2016	$0.00
Plastic Technologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2012	$0.00
Plex Systems, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/24/2019	$0.00
Plotly Technologies Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2021	$0.00
PLZ Corp.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	10/29/2022	$0.00
PM Group International, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2011	$0.00
PMG Worldwide, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2020	$0.00
P-more Trading Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/22/2014	$0.00
POET LLC	Amyris, Inc.	3-way Non Disclosure Agreement	12/3/2014	$0.00
Poet, LLC	Amyris, Inc.	First Amendment to Non-Disclosure Agreement	3/2/2016	$0.00
Poet, LLC	Amyris, Inc.	First Amendment to Non-Disclosure Agreement	11/10/2015	$0.00
POET, LLC	Amyris, Inc.	Non-Disclosure Agreement	11/30/2015	$0.00
POET, LLC	Amyris, Inc.	Non-Disclosure Agreement	4/10/2014	$0.00
POET, LLC	Amyris, Inc.	Poet Non-Disclosure Agreement	12/16/2013	$0.00
Poet, LLC	Amyris, Inc.	Poet Non-Disclosure Agreement	8/19/2013	$0.00
Polar Bear Kitchen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2021	$0.00
Pollen Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2022	$0.00
PolyCarbon Industries	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2017	$0.00
PolyCarbon Industries Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/26/2014	$0.00
Polycom, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/4/2014	$0.00
POLYHEDRON LABORATORIES, INC.	Amyris, Inc.	Confidential Information Agreement	7/13/2011	$0.00
PolyInsight, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2014	$0.00
Polymer Diagnostic, Inc.	Amyris, Inc.	Services Agreement	1/5/2012	$0.00
Polymer Source, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2013	$0.00
Polymer Source, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2010	$0.00
POLYMER STANDARDS SERVICE-USA, INC	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2011	$0.00
POLYONE CORP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2011	$0.00
PolyOne Corporation	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	12/21/2011	$0.00
PolyOne Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/15/2017	$0.00
POLYSCIENCES, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	6/22/2010	$0.00
Poly-Tainer, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2018	$0.00
Poonam Saija	Amyris, Inc.	Nondisclosure Agreement	6/28/2011	$0.00
Pope Scientific Inc	Amyris, Inc.	Quotation	1/24/2022	$0.00
Pope Scientific Inc.	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2015	$0.00
Pope Scientific, Inc	Amyris, Inc.	Services Agreement	12/1/2011	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Services Agreement	12/1/2011	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment #5 to Service Agreement	2/26/2013	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment #4 to Service Agreement	10/1/2012	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	7/5/2020	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	7/5/2019	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Third Amendment to Confidential Disclosure Agreement	9/27/2012	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/5/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Pope Scientific, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	10/21/2009	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2021	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2018	$0.00
Porton Pharma Solutions Ltd	Amyris, Inc.	Confidentiality Agreement	10/28/2018	$0.00
POS Management Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2018	$0.00
POSITIVE EDGE SOLUTIONS	Amyris, Inc.	Confidential Disclosure Agreement	11/18/2010	$0.00
Power Digital Marketing, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/8/2023	$0.00
POWER OFFSET	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2022	$0.00
Powerfrnot Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/28/2022	$0.00
PPG Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2012	$0.00
PRAJ INDUSTIRES LIMITED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2012	$0.00
Praj Industries Limited	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/8/2015	$0.00
Praneet Mungara	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
Praveen Kumar	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Praxair, Inc	Amyris, Inc.	Joint Nondisclosure Agreement	4/5/2012	$0.00
Praxair, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2014	$0.00
PRAXAIR, INC.	Amyris, Inc.	Agreement to Extend Nondisclosure Agreement	4/5/2012	$0.00
PRD Tech, Inc.	Amyris, Inc.	Mutual Non•Disclosure Agreement	9/15/2010	$0.00
Premalux, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2014	$0.00
Pressure Chemical	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	9/1/2012	$0.00
Pressure Chemical Co Patheon API Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2021	$0.00
Pressure Chemical Co.	Amyris, Inc.	Services Agreement	3/9/2012	$0.00
Pressure Chemical Co.	Amyris, Inc.	Statement of Work No. 3	11/4/2021	$0.00
Pressure Chemical Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/21/2022	$0.00
Pressure Chemical Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2020	$0.00
Pressure Chemical Company	Amyris, Inc.	Fifth Amendment to Services Agreement	12/10/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Fourth Amendment to Services Agreement	12/2/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Third Amendment to Services Agreement	11/11/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Amendment No. 2 To Service Agreement	4/13/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Amendment #1 to Service Agreement	8/28/2012	$0.00
Pressure Chemical Company	Amyris, Inc.	Second Amendment to Confidential Disclosure Agreement	3/6/2015	$0.00
PRESSURE CHEMICAL COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	9/14/2010	$0.00
Prime Sales & Marking Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2020	$0.00
Princeton University	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/20/2013	$0.00
PRINOVA US LLC	Amyris, Inc.	Mutual Confidentiality Agreement	2/19/2021	$0.00
Promoveo Health LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/12/2019	$0.00
ProPharma Group The Netherlands B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00
PROQUIP INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/6/2011	$0.00
ProSep, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
Protein Technologies Limited; SORSO LIMITED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2012	$0.00
PT. Bahtera Adi Jaya	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2014	$0.00
PT. Sinergi Multi Lestarindo	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2015	$0.00
Pulse Combustion Systems	Amyris, Inc.	Material Transfer Agreement	5/2/2023	$0.00
Purac Biochem B.V.	Amyris, Inc.	Mutual Confidentiality Agreement	9/9/2014	$0.00
Purac Biochem B.V. (Corbion)	Amyris, Inc.	MNDA	7/24/2023	$0.00
Purdue University	Amyris, Inc.	Material Transfer, Testing and Confidentiality Agreement	5/1/2018	$0.00
PureCircle Limited	Amyris, Inc.	U.S. Assignment and Assumption Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Sales Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Framework Supply Agreement	12/6/2018	$0.00
PureCircle Limited	Amyris, Inc.	Intellectual Property License Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Common Interest Agreement	10/2/2015	$0.00
PureCircle, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2014	$0.00
QB3/Chemistry Mass Spectrometry Facility	Amyris, Inc.	Services Agreement	12/4/2014	$0.00
QDICCI	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/29/2022	$0.00
QDiligence, LLC	Amyris, Inc.	Non-Disclosure Agreement	12/10/2014	$0.00
Qiao Ren	Amyris, Inc.	Nondisclosure Agreement	7/1/2011	$0.00
Qingdao Vland Biotech Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2020	$0.00
Quail Capital Corp	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/29/2015	$0.00
Qualipac America	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Quality Resourcing Services	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2017	$0.00
QUALITY TECHNICAL SERVICES, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/31/2011	$0.00
Queeny Dong	Amyris, Inc.	Nondisclosure Agreement	4/8/2010	$0.00
Quiet Logistics, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
Quinn Mitrovich	Amyris, Inc.	Nondisclosure Agreement	11/13/2010	$0.00
R. W. Beck, Inc.	Amyris, Inc.	Confidentiality Agreement	1/7/2010	$0.00
R2DIO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
R2DIO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2021	$0.00
Rachel Griggs	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Rachel Shea	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2022	$0.00
Radial, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
Radiant Genomics, Inc.	Amyris, Inc.	Asset Purchase Agreement	7/9/2013	$0.00
Radici Chimica S.p.A.	Amyris, Inc.	Mutual Confidential Disclosure-Agreement	5/2/2016	$0.00
Radient Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2017	$0.00
Rae Chen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/4/2022	$0.00
Raffi Asadorian	Amyris, Inc.	Confidential Disclosure Agreement	12/4/2014	$0.00
Rainin Instrument, LLC	Amyris, Inc.	Pre-Production Nondisclosure Agreement	2/7/2011	$0.00
Raizen Energia S/A	Amyris, Inc.	Lease Agreement		$0.00
Rakuten Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/10/2019	$0.00
Ralph Scarborough	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Ramboll Environ US Corporation	Amyris, Inc.	Mutual Nondisclosure Agreement	8/9/2017	$0.00
Randy Hampton	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2012	$0.00
Randy Rigg	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2022	$0.00
Rave Wireless, Inc.	Amyris, Inc.	License & Services Order Form	1/15/2019	$0.00
Raymond James & Associates, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	4/13/2023	$0.00
Raymond James & Associates, Inc.	Amyris, Inc.	Re: Confidentiality Agreement	6/23/2015	$0.00
Razi Capital Group, Inc.	Amyris, Inc.	Confidentiality Agreement	11/4/2016	$0.00
RCA BEAUTY LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2020	$0.00
Recipharm AB (publ)	Amyris, Inc.	Confidentiality Agreement	8/12/2020	$0.00
Recovery Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2016	$0.00
Red Antler LIC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/9/2018	$0.00
RED SHIELD ACQUISITION LLC	Amyris, Inc.	Material Transfer and Confidential Testing Agreement	9/11/2012	$0.00
Red Star Yeast Company, LLC	Amyris, Inc.	Amendment to Mutual Non-Disclosure Agreement	4/4/2011	$0.00
Redpoll, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/24/2021	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Services Agreement Between the Regents of the University of California and Amyris, Inc.	4/12/2012	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-1 to User Agreement No. Fp00016024	2/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Non-Proprietary User Agreement No. FP00016024	2/7/2023	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Regents of the University of California	Amyris, Inc.	Facilities User Agreement	1/29/2023	$0.00
Regents of the University of California	Amyris, Inc.	Non-Proprietary User Agreement	1/29/2023	$0.00
Regents Of The University Of California	Amyris, Inc.	Material Transfer Agreement	1/29/2023	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Material Transfer Agreement	12/8/2021	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Material Transfer Agreement	8/13/2014	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	(University of California, Office of Technology Licensing	1/11/2008	$0.00
Regents of the University of California	Amyris, Inc.	Collaboration Agreement	10/1/2019	$0.00
Regents of the University of California	Amyris, Inc.	Industrial Membership Agreement Between the Regents of the University of California for the Synthetic Biology Engineering Research Center and Amyris, Inc.	5/30/2013	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Amendment #1 to Collaboration Research Agreement	11/14/2014	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-2 to User Agreement No. FP00016024	2/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-2 to User Agreement No. FP00016024	1/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Modification No. 01 to Subcontract No. 7099141	8/26/2014	$0.00
Regents of the University of California	Amyris, Inc.	Renewal	6/1/2016	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2014	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/8/2017	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2016	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2015	$0.00
Regents of the University of California	Amyris, Inc.	Non-Disclosure Agreement	5/27/2015	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/15/2014	$0.00
Regents of the University of California	Amyris, Inc.	Confidential Disclosure Agreement	5/9/2014	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Confidential Disclosure Agreement	4/25/2014	$0.00
Regents of the University of California	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2011	$0.00
Regents of the University of California Lawrence Berkeley National Laboratory	Amyris, Inc.	Statement of Work	5/13/2014	$0.00
Regents of the University of Minnesota	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/10/2015	$0.00
REGI US	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2020	$0.00
Reliance Industries Limited	Amyris, Inc.	Non Disclosure Agreement	6/19/2012	$0.00
Remilk Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/21/2022	$0.00
Renata de Abreu LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/11/2021	$0.00
Renmatix, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	8/8/2018	$0.00
Renmatix, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/25/2018	$0.00
Renmatix, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2016	$0.00
Renmatix, Inc.; Total Energies Nouvelles Activites USA	Amyris, Inc.	Confidentiality and Material Transfer Agreement	8/10/2015	$0.00
Renmatix, Inc.; Total Energies Nouvelles Activites USA SAS; UPM-Kymmene Corporation	Amyris, Inc.	Confidentiality Agreement	3/14/2016	$0.00
REPSOL NUEVAS ENERGIAS, S.A.	Amyris, Inc.	Confidentiality Agreement	8/24/2011	$0.00
Research Triangle Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2012	$0.00
Resodyn Acoustic Mixers, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/7/2018	$0.00
Revieve Oy	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Revolution Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2022	$0.00
Rewind Software Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
RFIBinder Partners, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/13/2014	$0.00
RHODIA POLIAMIDA E ESPECIALIDADES LTDA,	Amyris, Inc.	Reciprocal Confidentiality Agreement	12/3/2015	$0.00
RHODIA POLIAMIDA E ESPECIALIDADES LTDA.	Amyris, Inc.	Non-Disclosure Agreement	3/11/2014	$0.00
Ricardo Madureira	Amyris, Inc.	Nondisclosure Agreement	7/8/2010	$0.00
Ricerca Biosciences, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/16/2011	$0.00
Richard Adam	Amyris, Inc.	Nondisclosure Agreement	5/24/2010	$0.00
Richard L. Hansen	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Richard Lee	Amyris, Inc.	Nondisclosure Agreement	8/12/2011	$0.00
Richard Romack	Amyris, Inc.	Nondisclosure Agreement	11/8/2012	$0.00
Richard Wool	Amyris, Inc.	Nondisclosure Agreement	11/23/2011	$0.00
Richman Chemical Inc.	Aprinnova, LLC	Confidentiality and Non-Circumvention Agreement	4/3/2017	$0.00
Rick Parham	Amyris, Inc.	Confidential Disclosure Agreement	8/27/2014	$0.00
Rika Regentin	Amyris, Inc.	Nondisclosure Agreement		$0.00
Ring Power Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2011	$0.00
Ripple Foods, PBC	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/9/2019	$0.00
Rishi Rakhit	Amyris, Inc.	Confidential Disclosure Agreement	4/1/2013	$0.00
RJT Cornpuquest Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/22/2015	$0.00
RLI Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Rob Dario	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Robert Dahl	Amyris, Inc.	Nondisclosure Agreement	7/20/2011	$0.00
Robert J. Fawcett	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
ROBERTET FLAVORS, INC.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/9/2018	$0.00
Robertet USA, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/9/2013	$0.00
Robertet USA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2012	$0.00
Rodrigo Gonzalez	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Rogelio Denegri	Amyris, Inc.	Non-Disclosure Agreement	6/14/2010	$0.00
Roger Clemens	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2020	$0.00
Roger Sippl	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Rohner AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2012	$0.00
ROHNER AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2011	$0.00
Rolando Gerodias	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Ronald F. Koniz	Amyris, Inc.	Nondisclosure Agreement	4/6/2011	$0.00
Rosangel Gratz	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Roselyn Lima	Amyris, Inc.	Nondisclosure Agreement	7/16/2010	$0.00
Rosemead Oil Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2011	$0.00
Rosemead Oil Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Ross D. King	Amyris, Inc.	Confidential Disclosure Agreement	4/27/2012	$0.00
Ross Eppler	Amyris, Inc.	Nondisclosure Agreement	10/29/2010	$0.00
Rothschild Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2017	$0.00
Roy Kishony	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2013	$0.00
ROYAL PURPLE, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
RR DON ELLEY & SONS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/17/2018	$0.00
RSC Chemical Solutions	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/8/2014	$0.00
RSC Chemical Solutions	Amyris, Inc.	Mutual Confidentiality Agreement	5/16/2016	$0.00
Rubicon Results, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2015	$0.00
Ruprecht-Karls- Universitat Heidelberg	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2015	$0.00
RXD Nova Pharmaceuticals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2021	$0.00
Ryan Panchadsaram	Amyris, Inc.	Indemnity Agreement		$0.00
Ryan Roark	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2020	$0.00
S&V	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2017	$0.00
S.A. Ajinomoto Omnichem N.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2021	$0.00
Saama Technologies, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	3/31/2015	$0.00
Sabah International Incorporated	Amyris, Inc.	Service Contract - Fire Protection System	11/7/2011	$0.00
Saddle Creek Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/3/2021	$0.00
SafeBridge Consultants, Inc.	Amyris, Inc.	Amendment No. 1 to Agreement	5/1/2018	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
SafeBridge Consultants, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
SafeBridge Consultants, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/29/2010	$0.00
SafeGuard World International Ltd.	Amyris, Inc.	Global Employment Outsourcing Services Agreement	7/1/2014	$0.00
Sage Bioproducts, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2015	$0.00
Saira Velasquez	Amyris, Inc.	Nondisclosure Agreement	12/14/2011	$0.00
Sammy Lee	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
SAMSUNG PETROCHEMICALS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2011	$0.00
Samuel D. Shelanski	Amyris, Inc.	Confidential Disclosure Agreement	11/29/2011	$0.00
Samuel Humphries	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Sandhill Pharma, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2018	$0.00
Sandia Corporation; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Amendment No. 1 to the Mutual Non-Disclosure Agreement	4/24/2014	$0.00
Sangamo BioSciences, Inc.	Amyris, Inc.	Material Transfer Agreement	11/28/2011	$0.00
Sanjay Hoskeri	Amyris, Inc.	Nondisclosure Agreement	6/17/2011	$0.00
SANOFI CHIMIE	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2013	$0.00
SANOFI CHIMIE	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2013	$0.00
Sanofi Pasteur Biologics, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2020	$0.00
Sanofi Pasteur Biologics, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2017	$0.00
Sanofi Pasteur SA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/7/2020	$0.00
Sanofi Pasteur SA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/28/2020	$0.00
SantoLubes, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2013	$0.00
Sanyo Chemical Industries, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2018	$0.00
SÃO MARTINHO S.A. SMA INDÚSTRIA QUÍMICA LTDA ..	Amyris, Inc.	Terceiro Aditivo Ao Contrato Particular De Locação E Outras Avenças	1/9/2016	$0.00
SÃO MARTINHO S.A. SMA INDÚSTRIA QUÍMICA S.A.	Amyris, Inc.	Segundo Aditivo Ao Contrato Particular De Locação E Outras Avenças	8/31/2015	$0.00
Sao Martinho S.A.; Usina Boa Vista S.A.; Usina Sao Martinho S.A.	Amyris, Inc.	Agreement for Confidentiality Herein Agreement for Confidentiality Is Executed by the Parties Below:		$0.00
Sao Martinho SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2021	$0.00
Sao Martinho SA SMA Industria Quimica LTA	Amyris, Inc.	Quarto Aditivo Ao Contrato Particular De Locação E Outras Avenças	12/26/2017	$0.00
Sarfam Comercial Importadora Ltda	Amyris, Inc.	First Amendment Mutual Confidential Disclosure Agreement	7/30/2013	$0.00
Sarfam Comercial Importadora Ltda	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2012	$0.00
Sartorius Stedim North America, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/15/2018	$0.00
Sarvenaz Zand	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
SAURABH SRIVASTAVA	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2013	$0.00
SCHNEIDER NATIONAL BULK CARRIERS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2011	$0.00
Schottenfeld Opportunities Fund II LP	Amyris, Inc.	Confidential Disclosure Agreement	6/21/2023	$0.00
Schrodinger, LLC	Amyris, Inc.	Nondisclosure Agreement	6/22/2014	$0.00
Schwabe North America, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	4/28/2016	$0.00
SCHWARTZ COMMUNICATIONS	Amyris, Inc.	Confidential Disclosure Agreement	2/14/2011	$0.00
Scienion US Inc.	Amyris, Inc.	Material Transfer Agreement	4/25/2023	$0.00
Scientific Research Consortium, Inc.	Amyris, Inc.	Confidentiality an D Material Transfer Agreement	2/3/2014	$0.00
SciSafe Inc.	Amyris, Inc.; Aprinnova, LLC	Escrow Agreement	12/12/2016	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	6/30/2018	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	12/1/2012	$0.00
SciSafe Inc.	Amyris, Inc.	Sample Storage Proposal	2/8/2012	$0.00
SciSafe Inc.	Amyris, Inc.	Strain Escrow Agreement	9/28/2018	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	8/22/2013	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	8/22/2013	$0.00
SciSafe Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2021	$0.00
SciSafe Inc.; Xinfu Science & Tech Co Ltd.	Amyris, Inc.	Escrow Agreement	11/2/2019	$0.00
SciSafe Inc.; Xinfu Science & Tech Co. Ltd	Amyris, Inc.	Escrow Agreement		$0.00
Scott Baker	Amyris, Inc.	Nondisclosure Agreement	11/20/2010	$0.00
Scott Chinn	Amyris, Inc.	Nondisclosure Agreement	9/8/2010	$0.00
Scott White	Amyris, Inc.	Indemnity Agreement		$0.00
SCOTT-MACON, LTD.	Amyris, Inc.	Confidential Disclosure Agreement	10/19/2010	$0.00
Scripps Institution of Oceanography	Amyris, Inc.	Material Transfer Agreement	3/30/2023	$0.00
SDG, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2021	$0.00
Sea Lion Technology, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2013	$0.00
Sea Lion Technology, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/15/2012	$0.00
SEA LION TECHNOLOGY, INC.	Amyris, Inc.	Confidential. Disclosure Agreement	9/15/2011	$0.00
Seacliff Beauty Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00560		$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00385		$0.00
Securecell LLC	Amyris, Inc.	Agreement for Lucullus Software, Maintenance, and Development		$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00902		$0.00
Securimate, Inc.; Steele International, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
SEE ME Creative Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/20/2022	$0.00
SEEK, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	6/24/2014	$0.00
SENOMYX, INC.	Amyris, Inc.	Amendment to Mutual Non-Disclosure Agreement	6/14/2016	$0.00
SENOMYX, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/14/2016	$0.00
Sensient Colors LLC	Amyris, Inc.	Mutual Confidentiality Agreement	8/3/2022	$0.00
Sensory Spectrum, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2018	$0.00
Sensory Spectrum, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2012	$0.00
Senthil Annamabi	Amyris, Inc.	Nondisclosure Agreement	10/17/2007	$0.00
Sentry BioPharma Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2021	$0.00
Separation Solutions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2014	$0.00
Sephora Mexico S. de R.L. de C.V.	Amyris, Inc.	Mutual Non-Disclosure Agreement	11/1/2018	$0.00
SEPPIC INC	Amyris, Inc.	Non Disclosure Agreement	2/9/2021	$0.00
Seppic Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/10/2022	$0.00
SEPPIC, Inc.	Amyris, Inc.	Material Transfer Agreement	6/10/2022	$0.00
SEPPIC, Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00
SEPPIC, Societe d'Exploitation de Produits pour les Industries Chimiques	Amyris, Inc.	First Amendment to Non Disclosure Agreement	9/1/2012	$0.00
SEPPIC, Societe d'Exploitation de Produits pour les Industries Chimiques	Amyris, Inc.	Non Disclosure Agreement	10/10/2011	$0.00
Seqirus Inc.	Amyris, Inc.	Confidential Disclosure Agreement	8/21/2020	$0.00
Seqirus Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Sequoia Fisher	Amyris, Inc.	Nondisclosure Agreement	4/16/2012	$0.00
Sergey Boyarskiy	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2013	$0.00
Serus Corporation	Amyris, Inc.	Mutual. Confidential Disclosure Agreement	1/10/2012	$0.00
Servipharma (Beijing) Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2016	$0.00
Sestina Bio, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/27/2022	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Services Agreement	8/18/2021	$1,054.74
Seven Bridges Genomics Inc.	Amyris, Inc.	Proof of Concept	6/21/2021	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Amendment No. 1 to Seven Bridges Genomics Inc. Services Agreement	8/18/2021	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
SEVENTH GENERATION, INC.	Amyris, Inc.	Nondisclosure Agreement	11/6/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Sezaneh Taherian	Amyris, Inc.	Nondisclosure Agreement	8/31/2010	$0.00
SGS Agency, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2018	$0.00
SGS North America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
SGS NORTH AMERICA INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/10/2016	$0.00
SGS NORTH AMERICA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/6/2011	$0.00
SGS North America, Inc.	Amyris, Inc.	Master Services Agreement	10/3/2022	$0.00
Shahan Nazar	Amyris, Inc.	Confidential Disclosure Agreement	10/24/2019	$0.00
Shakeel Tirmizi	Amyris, Inc.	Nondisclosure Agreement	11/5/2010	$0.00
Shaklee Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/9/2016	$0.00
Shanghai Acebright Pharmaceuticals Group Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/12/2017	$0.00
Shanghai Chicmax Cosmetic Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2021	$0.00
Shanghai Fanying Trading Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2014	$0.00
Shanghai Fosun Pharmaceutical Development Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/2/2015	$0.00
Shanghai Institute of Organic Chemistry, Chinese Academy of Sciences	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/7/2019	$0.00
Shanghai Wisecko Trading Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2015	$0.00
Shanghai Wisecko Trading Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2015	$0.00
Share Local Media, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Sharon Fernandez	Amyris, Inc.	Nondisclosure Agreement	12/7/2011	$0.00
Sharon Tan	Amyris, Inc.	Nondisclosure Agreement	2/11/2013	$0.00
Shaw Industries Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2014	$0.00
Shayri Roychoudhury	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Shelley Boyd	Amyris, Inc.	Nondisclosure Agreement	4/2/2011	$0.00
SHERWIN-WILLIAMS COMPANY (SW)	Amyris, Inc.	Confidentiality Agreement ("Agreement")	5/7/2011	$0.00
SHI International Corp.	Amyris, Inc.	Customer Resale MSA Between Shi International Corp. and Amyris, Inc	5/9/2023	$4,585.50
SHI International Corp.	Amyris, Inc.	Managed Services Agreement	10/26/2023	$0.00
ShipBob, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2020	$0.00
Shipman Associates, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/18/2021	$0.00
Shortlist	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Showfields	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2022	$0.00
ShyaHsin Packaging USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2021	$0.00
Siew-Loon Ooi	Amyris, Inc.	Nondisclosure Agreement	3/29/2011	$0.00
Siew-Loon Ooi	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
SighWall. Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2020	$0.00
Sigma-Aldrich Co LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2014	$0.00
SIGNIFYD, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2020	$0.00
Silicon Valley Bank	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/13/2012	$0.00
SiliCycle Inc.	Amyris, Inc.	Non-Disclosure Agreement	3/10/2015	$0.00
SILVERSON MACHINES, INC	Amyris, Inc.	Equipment Trial Agreement	1/12/2012	$0.00
Silvia Sanchez-Vindas	Amyris, Inc.	Nondisclosure Agreement	4/5/2011	$0.00
Simon B Morch	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/28/2022	$0.00
Simon Zhang	Amyris, Inc.	Nondisclosure Agreement	4/28/2010	$0.00
SINOVA SPECIALTIES INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
Sinova Specialties, Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	5/10/2012	$0.00
SIP, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2016	$0.00
Sirius Automation Group Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/14/2020	$0.00
SK Chemicals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2013	$0.00
SK CHEMICALS CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2011	$0.00
Slack Technologies, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/31/2018	$0.00
Slate Studios LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Smithers ERS Limited	Amyris, Inc.	Quotation for Studies to Be Conducted at Smithers Environmental Risk Sciences Division	10/7/2022	$0.00
Snapdragon Chemistry, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2021	$0.00
SNECMA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/18/2013	$0.00
Snjezana Uranejes	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Snowflake Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/13/2022	$0.00
Socer Brasil Industria e Comercio Ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/6/2016	$0.00
SOCIETE INDUSTRIELLE LESAFFRE S.A.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	11/4/2014	$0.00
SOCIETE INDUSTRIELLE LESAFFRE S.A. Division Fermentis	Amyris, Inc.	Confidentiality Agreement	11/4/2013	$0.00
SOFTA CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/8/2010	$0.00
Solid State Pharma Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2021	$0.00
SOLVAY SA	Amyris, Inc.	Reciprocal Confidentiality Agreement	12/15/2011	$0.00
Solvay USA Inc.	Aprinnova, LLC	Unilateral Confidentiality Agreement	2/5/2018	$0.00
Solvias AG	Amyris, Inc.	Re: Consent to Disclose Certain Information	10/26/2010	$0.00
Solvias AG	Amyris, Inc.	Secrecy Agreement	10/20/2010	$0.00
SOLVOYO CO.	Amyris, Inc.	Confidential Disclosure Agreement	11/24/2010	$0.00
Sonic Packaging	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2019	$0.00
Sonneborn Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/29/2011	$0.00
Soom Creative INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2022	$0.00
SORBENT TECHNOLOGIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2011	$0.00
Southwest Research Institute	Amyris, Inc.	Amendment #1 to Service Agreement	10/9/2014	$0.00
Soylent Nutrition, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2019	$0.00
SPARKPR	Amyris, Inc.	Confidential Disclosure Agreement	2/14/2011	$0.00
Sparks Marketing Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2019	$0.00
Spartan Chemical Company, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
Spectroscopic Solutions, LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2016	$0.00
Spectrum Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Spinx Digital	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2014	$0.00
Spirax Sarc	Amyris, Inc.	Inspection and Preventative Maintenance Service Proposal	2/5/2015	$0.00
Spirax Sarco	Amyris, Inc.	Inspection and Prevenatitive Maintenance Service Proposal	1/9/2012	$0.00
SporeGen a UK Limited Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2018	$0.00
SPT Labtech Limited	Amyris, Inc.	Arktic® -80C Reliance Complete Service Contract		$0.00
Square 1 Bank	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2015	$0.00
Squared Circles	Amyris, Inc.	Material Transfer Agreement	8/1/2023	$0.00
SRD	Amyris, Inc.	Agreement on Strain Use	3/27/2014	$0.00
Sriya Chadalavada	Amyris, Inc.	Confidentiality Agreement	1/9/2023	$0.00
SSI Chusei, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/29/2011	$0.00
SSI Chusei, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/12/2011	$0.00
Starr Indemnity & Liability Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Stars Management, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
State Industrial Products	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2015	$0.00
State Industrial Products	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/16/2014	$0.00
Stefan Moser	Amyris, Inc.	Nondisclosure Agreement	4/2/2013	$0.00
Stefanini, Inc.	Amyris, Inc.	Master Services Agreement	12/5/2023	$0.00
Stepan Company	Amyris, Inc.	First Amendment to Material Transfer Agreement	5/5/2015	$0.00
Stepan Company	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	10/2/2014	$0.00
Stepan Company	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	10/2/2013	$0.00
Stepan Company	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	10/2/2012	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Stepan Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2011	$0.00
Stephanie Morrison	Amyris, Inc.	Nondisclosure Agreement	9/6/2011	$0.00
Stephen Gould Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2019	$0.00
Stephen Greenberg, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	9/4/2012	$0.00
Stephen Owens	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
STERIS Corporation	Amyris, Inc.	Confidentiality Agreement	6/5/2023	$0.00
STERLING CHEMICALS, INC.	Amyris, Inc.	Mutual Confidentiality Agreement	4/4/2011	$0.00
Sterling Pharma Solutions Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2019	$0.00
Steve Chen	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Steve Redford	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/19/2016	$0.00
Steve Seligson	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
Steven C. DeFina	Amyris, Inc.	Nondisclosure Agreement	6/6/2011	$0.00
Steven Furcich	Amyris, Inc.	Nondisclosure Agreement	1/26/2011	$0.00
Steven Gregory Photography	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2019	$0.00
Steven Li	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Steven Mills	Amyris, Inc.	Indemnity Agreement		$0.00
Steven Waxmonsky	Amyris, Inc.	Nondisclosure Agreement	4/18/2012	$0.00
Stoa Consulting LLC	Amyris, Inc.	Confidential Disclosure Agreement	7/18/2012	$0.00
STOLT-NIELSEN (USA) INC.	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2011	$0.00
Stringr	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/12/2020	$0.00
Strukmyer Medical	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
Stuart Miller	Amyris, Inc.	Nondisclosure Agreement	7/21/2011	$0.00
Studio Adele Park	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/8/2019	$0.00
Studio of Joshua Levi, Inc A New York Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/2/2022	$0.00
Stuntman PR	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Submittable Holdings, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	3/20/2020	$0.00
Succession Energy, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/12/2016	$0.00
Sugati, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2016	$0.00
Suitcase Innovation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2014	$0.00
Su-Ju Lin	Amyris, Inc.	Confidential Disclosure Agreement	6/22/2010	$0.00
Sukhindra K. Mata	Amyris, Inc.	Nondisclosure Agreement	2/2/2011	$0.00
Sulzer Chemtech USA, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/15/2013	$0.00
Sumitomo Rubber Industries, Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2014	$0.00
SUMITOMO RUBBER INDUSTRIES, LTD.	Amyris, Inc.	Mutual Confidentiality Agreement	7/17/2015	$0.00
Summit Partners Credit Advisors, L.P.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
SUMO CREATIVE LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/3/2022	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Critical Illness	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Critical Illness	1/1/2023	$0.00
Sungho Yoo	Amyris, Inc.	Confidential Disclosure Agreement	3/9/2015	$0.00
Sunny BioDiscovery, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	9/9/2011	$0.00
Sunrise Genetics, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2019	$0.00
Sunshine Sachs	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2015	$0.00
Surface Chemists of Florida, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2014	$0.00
Susan Berg	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Susan Schofer	Amyris, Inc.	Nondisclosure Agreement	4/1/2020	$0.00
Susan Schofer	Amyris, Inc.	Nondisclosure Agreement	2/26/2010	$0.00
Sustainable Steam & Water Solutions Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2012	$0.00
Suzanne Ma	Amyris, Inc.	Nondisclosure Agreement	5/10/2011	$0.00
Svenska Statoil AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2010	$0.00
Svetlana Borisova	Amyris, Inc.	Nondisclosure Agreement	6/27/2011	$0.00
Swenson Technology, Inc.	Amyris, Inc.	Client Confidentiality Agreement	4/12/2011	$0.00
Sylvia Manman Kang	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
Symphony Capital, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2014	$0.00
Symrise AG	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	12/15/2012	$0.00
Symrise Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2021	$0.00
SYMRSISE AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2011	$0.00
Synergy Life Science	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2021	$0.00
Syngene International Limited	Amyris, Inc.	Confidentiality and Non- Disclosure Agreement	8/2/2013	$0.00
Syngenta Crop Protection AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2017	$0.00
Syngenta Crop Protection AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2014	$0.00
Syngenta Crop Protection, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2015	$0.00
Synonym Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
SYNTHETIC GENOMICS, INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	11/20/2017	$0.00
Synthetic Genomics, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	1/8/2013	$0.00
SYRAL Belgium N.V.	Amyris, Inc.	Confidentiality Agreement	7/18/2011	$0.00
T.A. Brewer Consulting, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/24/2012	$0.00
TA INSTRUMENTS	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2010	$0.00
TA PROFESSIONAL SERVICES	Amyris, Inc.	Confidential Disclosure Agreement	10/12/2011	$0.00
Tahera Iqbal	Amyris, Inc.	Nondisclosure Agreement		$0.00
Takasago International Corporation	Amyris, Inc.	Feasibility Agreement	12/27/2012	$0.00
Takasago International Corporation	Amyris, Inc.	Re: Consent Letter	12/18/2015	$0.00
Takasago International Corporation	Amyris, Inc.	Third Amendment to Development Agreement	6/2/2015	$0.00
Takasago International Corporation	Amyris, Inc.	Second Amendment to Development Agreement	4/8/2015	$0.00
Takasago International Corporation	Amyris, Inc.	First Amendment to Development Agreement	10/30/2014	$0.00
Takasago International Corporation	Amyris, Inc.	Third Amendment to Feasibility Agreement	8/13/2013	$0.00
Takasago International Corporation	Amyris, Inc.	Second Amendment to Feasibility Agreement	7/25/2013	$0.00
Takasago International Corporation	Amyris, Inc.	First Amendment to Feasibility Agreement	7/15/2013	$0.00
Takasago International Corporation	Amyris, Inc.	Non-Disclosure Agreement	1/16/2020	$0.00
Takasago International Corporation	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/26/2018	$0.00
Takasago International Corporation	Amyris, Inc.	Confidential Disclosure Agreement	9/30/2011	$0.00
Takasago International Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2011	$0.00
Tammy Duong	Amyris, Inc.	Nondisclosure Agreement	7/28/2010	$0.00
Tania Pirozzi	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/12/2022	$0.00
Tara Burkhart-Grove	Amyris, Inc.	Nondisclosure Agreement	10/1/2012	$0.00
Tarka Group Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2020	$0.00
Tasmin Meyer Ersahin	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2021	$0.00
TCG Lifesciences Private Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/24/2020	$0.00
TD RESEARCH, LTD.	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
Technobis Crystallization Systems B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2018	$0.00
Technology Finance Corporation	Amyris, Inc.	Confidential Disclosure Agreement	6/7/2018	$0.00
Techwood Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2019	$0.00
Teledyne Tekmar	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/20/2011	$0.00
TEMASEK CAPITAL MANAGEMENT PTE. LTD.	Amyris, Inc.	Confidential Disclosure Agreement	10/1/2014	$0.00
Tennenbaum Capital Partners, LLC	Amyris, Inc.	Confidential Disclosure Agreement	7/31/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Tennenbaum Capital Partners, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/21/2014	$0.00
TEQ Analytical Labs	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2016	$0.00
Tereos	Amyris, Inc.	Confidential Disclosure Agreement	11/14/2012	$0.00
Terrace Consulting, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
TerraCycle, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2018	$0.00
Terranol A/S	Amyris, Inc.	Confidential Disclosure and Sampling Agreement	10/22/2012	$0.00
Terry J. Burkhardt	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Tetra Financial Group	Amyris, Inc.	Confidentiality Agreement	10/3/2011	$0.00
Tetra Pak Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/4/2010	$0.00
Texas A&M Engineering Experiment Station	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/19/2018	$0.00
Th3 Toolbox	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2021	$0.00
THERMAL KINETICS ENGINEERING, PLLC	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2011	$0.00
Thermo Electron North America LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
Thermo Electron North America LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/7/2011	$0.00
Thermo Finnigan LLC	Amyris, Inc.	Confidential Disclosure Agreement	10/18/2017	$0.00
Thermo Fisher	Amyris, Inc.	Amyris Cda_Signature Final Audit Report		$0.00
Thermo Fisher Scientific Inc.	Amyris, Inc.	Confidentiality Agreement	9/12/2013	$0.00
Thermo Fisher Scientific Inc.	Amyris, Inc.	Confidentiality Agreement	1/11/2012	$0.00
Thibiant International, Inc.	Amyris, Inc.	Mutual Agreement Regarding Non-Disclosure, Confidentiality and Other Matters	7/20/2015	$0.00
Third Party Validation and Verification LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2020	$0.00
Thomas D. Sharkey, Ph.D	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	9/12/2013	$0.00
Thomas D. Sharkey, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
Thomas E. Duley	Amyris, Inc.	Nondisclosure Agreement	2/10/2010	$0.00
Thomas Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2022	$0.00
Thomas J. Scherbart	Amyris, Inc.	Nondisclosure Agreement	9/28/2011	$0.00
Thomas Pochapsky	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/9/2017	$0.00
Thomas Schwei	Amyris, Inc.	Nondisclosure Agreement	10/6/2010	$0.00
Thomas Weisel Partners LLC	Amyris, Inc.	Confidentiality Agreement	1/6/2010	$0.00
Thoro Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/22/2023	$0.00
Thu Huong Nguyen	Amyris, Inc.	Nondisclosure Agreement	12/8/2010	$0.00
Tiber, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2021	$0.00
Tiffany L Hughes	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/13/2020	$0.00
TIGG Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2011	$0.00
Tim Brennan	Amyris, Inc.	Confidential Disclosure Agreement	7/5/2011	$0.00
Timothy R Geistlinger	Amyris, Inc.	Nondisclosure Agreement		$0.00
Timothy Shiau	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Tinuiti, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2022	$0.00
Tinuiti, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2021	$0.00
TIORCO, LLC	Amyris, Inc.	Material Transfer and Mutual Confidentiality Agreement	9/25/2014	$0.00
Tipton Mills Foods, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2020	$0.00
Titan Securities	Amyris, Inc.	Confidential Disclosure Agreement	6/2/2016	$0.00
TM Chemicals Limited Partnership	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2012	$0.00
TM CHEMICALS LIMITED PARTNERSHIP	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2011	$0.00
TMC INDUSTRIES INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
Tobias Sanderson	Amyris, Inc.	Nondisclosure Agreement	7/26/2010	$0.00
Todd Slary	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Tokio Marine HCC – D&O Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2019	$0.00
Tolstoy Interactive I	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2022	$0.00
Tomas Markevicius	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
TOMUSIAK BIOSEPARATIONS CONSULTING LLC	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/20/2010	$0.00
TOP Beauty	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Topaz Biosciences, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2023	$0.00
Toray Industries, Inc.	Amyris, Inc.	MNDA	12/8/2023	$0.00
Tornado Spectral Systems Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/30/2020	$0.00
Tornado Spectral Systems Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2020	$0.00
Total Additifs et Carburants Speciaux	Amyris, Inc.	Material Transfer Agreement	1/5/2012	$0.00
Total Energie Developpement S.A; Total Gas & Power Ventures SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2011	$0.00
Total Energies Nouvelles Activites USA	Amyris, Inc.	Common Interest Agreement	6/21/2010	$0.00
Total Energies Nouvelles Activites USA	Amyris, Inc.	Amended and Restated Mutual Confidential Disclosure Agreement	6/1/2015	$0.00
Total Energy Ventures International; Total Gas & Power Ventures, SAS	Amyris, Inc.	Amendment N° 1 to Mutual Confidential Disclosure Agreement	3/2/2010	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2015	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	6/1/2014	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	9/17/2012	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/16/2014	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2013	$0.00
TOTAL GAS & POWER VENTURES	Amyris, Inc.	Subject: Mutual Confidential Disclosure Agreement	4/28/2010	$0.00
Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	10/27/2010	$0.00
Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	9/27/2010	$0.00
Total Gas & Power Ventures, S.A.S	Amyris, Inc.	Confidentiality Agreement	7/7/2011	$0.00
Toyota Motor Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2019	$0.00
TOYOTA MOTOR CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2010	$0.00
TPG CAPITAL. LP.	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2011	$0.00
Transport Service Co.	Amyris, Inc.	Confidential Disclosure Agreement	5/17/2011	$0.00
Travis Bledsoe	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Treeline Companies	Aprinnova, LLC	Mutual Confidential Disclosure Agreement	3/15/2021	$0.00
Trendmood, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/4/2020	$0.00
Triclinic Labs, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
TRIDIAGONAL SOLUTIONS INC	Amyris, Inc.	Confidential Disclosure Agreement	4/21/2011	$0.00
TRI-K Industries, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
TRIMAC TRANSPORTATION	Amyris, Inc.	Confidential Disclosure Agreement	5/27/2011	$0.00
Tri-Pac, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/29/2014	$0.00
TRITEST, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2011	$0.00
True Beauty Digital, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/28/2022	$0.00
TRUSOUTH OIL, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2011	$0.00
TULSTAR PRODUCTS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2011	$0.00
Turn Marketon	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2020	$0.00
Tuscon Media Studio	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/18/2022	$0.00
Tuttnauer USA	Amyris, Inc.	Re: Tuttnauer Parts and Labor Preventative Maintenance Proposal # Nylikp35.	4/12/2012	$0.00
Tuttnauer USA Co. Ltd.	Amyris, Inc.	Re: Tuttnauer Parts and Labor Preventative Maintenance Proposal # Pm 14-014.	3/14/2014	$0.00
Tuyet Mai T. Ho	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Twincraft, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2019	$0.00
Tyton BioSciences LLC	Aprinnova, LLC	Nondisclosure Agreement	1/4/2018	$0.00
U.S. Bank Technology Banking Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
U.S. Nonwovens Corp.	Amyris, Inc.	Mutual Confidentiality Agreement	10/9/2018	$0.00
U.S. VENTURE, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
U.S. Venture, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/1/2011	$0.00
U.S. VENTURE, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/22/2010	$0.00
UDI INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
UL Verification Services Inc.	Amyris, Inc.	Statement of Work	9/21/2021	$0.00
Ulta Beauty, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	6/8/2020	$0.00
Ulta Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/18/2022	$0.00
UMBC	Amyris, Inc.	Confidential Disclosure Agreement	1/18/2017	$0.00
UniFirst Corporation	Amyris, Inc.	Confidential Disclosure Agreement	4/3/2015	$0.00
UniFirst Corporation; UniFirst Holdings, Inc.	Amyris, Inc.	Customer Service Agreement	4/1/2015	$0.00
Uniglo Manufacturing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2019	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Mutual Material Transfer Agreement	4/6/2023	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Confidential Amendment to MA-2021-01972N	10/6/2021	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Urazver First Amending Agreement	10/6/2021	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/6/2021	$0.00
UNILEVER U.K. CENTRAL RESOURCES LIMITED	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/6/2020	$0.00
Unilever UK Central Resources Limited	Amyris, Inc.	Second Amendment to Confidentiality Agreement	4/15/2018	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	First Amendment to Confidentiality Agreement	7/13/2017	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	4/16/2016	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	8/14/2014	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	6/16/2011	$0.00
UNIPEX INNOVATIONS INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
UNIQUE DISTINCTION, a INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2021	$0.00
United Healthcare	Amyris, Inc.	Health Care Reform Act - Public Goods Pool	1/1/2023	$0.00
United Technologies Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/15/2013	$0.00
UNIVAR S.A.S.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
Univar Solutions USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2022	$0.00
Univar Solutions USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2020	$0.00
Univar USA Inc.	Amyris, Inc.	Confidentiality Agreement	10/12/2016	$0.00
Universal Lubricants LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/2/2011	$0.00
Universidade Catolica Portuguesa-Escola Superior de Biotecnologia	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/15/2017	$0.00
UNIVERSITAT ZURICH LABOR FUR PROZESSFORSCHUNG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
UNIVERSITY OF BRITISH COLUMBIA	Amyris, Inc.	Non-Disclosure Agreement	6/21/2011	$0.00
University of California at Berkeley	Amyris, Inc.	Confidential Disclosure Agreement	11/22/2017	$0.00
University of California researchers Robert Leachman, Thomas Treynor, and Taras Goral	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/18/2023	$0.00
University of Hawai'i	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/29/2021	$0.00
University of Portsmouth Higher Education Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/6/2018	$0.00
University of Stuttgart	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/10/2023	$0.00
University of Texas at Austin	Amyris, Inc.	Non-Disclosure Agreement	12/5/2014	$0.00
University of Texas at Austin	Amyris, Inc.	Confidential Disclosure Agreement	8/7/2012	$0.00
University of Texas at Austin	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/14/2014	$0.00
University of Tokyo	Amyris, Inc.	Mutual Confidential Nondisclosure Agreement	10/1/2022	$0.00
UNIVERSITY OF YORK	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
Unni Productions	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2015	$0.00
Urban Venture Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2021	$0.00
UT-Battelle, LLC	Amyris, Inc.	Nondisclosure Agreement	10/5/2015	$0.00
UT-Battelle, LLC	Amyris, Inc.	Nondisclosure Agreement	12/3/2014	$0.00
UTI, UNITED STATES INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
UVENTO, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2018	$0.00
Valent BioSciences Corporation	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2014	$0.00
Valentine Chemicals, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2020	$0.00
Valiantys America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2023	$0.00
Vamsi Karri	Amyris, Inc.	Nondisclosure Agreement	1/4/2012	$0.00
Van Steenwyk Ag	Amyris, Inc.	Confidential Disclosure Agreement	10/10/2018	$0.00
Vanderlyn Hospitality Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2022	$0.00
Vanessa More	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2002	$0.00
Vanessa Stevens and Company, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2021	$0.00
Vanguard Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2022	$0.00
Vanton Research Laboratory, LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/12/2015	$0.00
VenConnect LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2022	$0.00
Verdezyne Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	11/1/2011	$0.00
Verescence North America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2022	$0.00
Viavi Solutions Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/29/2016	$0.00
VICTAULIC COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2010	$0.00
Victor Galea	Amyris, Inc.	Nondisclosure Agreement	1/31/2011	$0.00
Victor Stevko	Amyris, Inc.	Nondisclosure Agreement	4/23/2010	$0.00
Viewstream, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/6/2020	$0.00
Vineet Shastry	Amyris, Inc.	Nondisclosure Agreement	10/18/2012	$0.00
Virachack Chanthara	Amyris, Inc.	Nondisclosure Agreement	9/21/2010	$0.00
Vision Service Plan	Amyris, Inc.	Business Associate Agreement	6/1/2023	$0.00
Visolis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2022	$0.00
VitalSensors Technologies LLC	Amyris, Inc.	For Bi-Lateral Disclosure Confidentiality Agreement	2/23/2011	$0.00
Vitech International Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/28/2015	$0.00
Viva Healthcare Packaging (USA) Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/3/2021	$0.00
Viva Marketing (Canada) Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2019	$0.00
Vivian Xian	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Vobis, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2013	$0.00
Volkswagen Aktiengesellschaft	Amyris, Inc.	Non-Disclosure Agreement	4/23/2012	$0.00
Volkswagen Aktiengesellschaft	Amyris, Inc.	Non-Disclosure Agreement	5/16/2011	$0.00
Volkswagen Group of America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/21/2013	$0.00
Voodoo Scientific USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2022	$0.00
VOTORANTIM INDUSTRIAL S.A.	Amyris, Inc.	Confidentiality Agreement	4/5/2011	$0.00
W.S. Dodge Oil Co Inc.	Amyris, Inc.	Mutual Confidential. Disclosure Agreement	2/14/2011	$0.00
W20 Food Innovation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2022	$0.00
Wacker Chemie AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2019	$0.00
Wagner Life Science, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2015	$0.00
WANHUA CHEMICAL COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2016	$0.00
Wasatch Product Developthent, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
WASHINGTON UNIVERSITY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2010	$0.00
WASHINGTON UNIVERSITY Department of Chemistry	Amyris, Inc.	Confidential Disclosure Agreement	8/31/2011	$0.00
Waters Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/22/2021	$0.00
WATERS TECHNOLOGIES CORPORATION	Amyris, Inc.	Disclosure Agreement	9/27/2011	$0.00
Watson Building, University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2023	$0.00
Wayne Szeto	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
WD-40 Company	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/15/2014	$0.00
WebFilings LLC	Amyris, Inc.	Confidentiality Agreement	3/1/2011	$0.00
Webgistix	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2021	$0.00
Weblux Inc DBA Black & Black Creative	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/24/2021	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Wecircular SA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/5/2022	$0.00
Wecircular SA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/5/2022	$0.00
WEIDMANN Electrical Technology Inc.	Amyris, Inc.	Confidential Disclosure Agreement	6/25/2012	$0.00
WELLS FARGO BANK, NATIONAL ASSOCIATION	Amyris, Inc.	Confidentiality Agreement (Commercial Credit Request)	3/29/2012	$0.00
WeMedia Shopping Network Technology Company Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2020	$0.00
Wendy Lam	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Wendy Palmer Management Consulting	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
WeylChem Innotec GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2019	$0.00
WeylChem Innotec GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2019	$0.00
WeylChem International GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2013	$0.00
Whitney Allen	Amyris, Inc.	Nondisclosure Agreement	3/17/2010	$0.00
WILD Flavors, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	11/30/2015	$0.00
WILDLIFE INTERNATIONAL LTD.	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Wildlife International, LTD	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/21/2011	$0.00
Wiley Companies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2020	$0.00
Wiley Organics, Inc.	Amyris, Inc.	Amendment No. 1To Mutual Confidential Disclosure Agreement	2/6/2019	$0.00
WILEY ORGANICS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/26/2018	$0.00
Wiley Organics, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/11/2018	$0.00
William A. Schroeder	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	3/15/2010	$0.00
William A. Schroeder	Amyris, Inc.	Nondisclosure Agreement	3/15/2010	$0.00
William Akers	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
William J. Clinton Foundation	Amyris, Inc.	Mutual Nondisclosure Agreement	3/24/2011	$0.00
William Patrick	Amyris, Inc.	Confidential Disclosure Agreement	9/29/2016	$0.00
William S. Howarth	Amyris, Inc.	Nondisclosure Agreement	3/28/2010	$0.00
William Sippl	Amyris, Inc.	Nondisclosure Agreement	4/4/2011	$0.00
Willis Insurance Services of California, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/17/2011	$0.00
WILLS TRANSFER LIMITED	Amyris, Inc.	Confidential Disclosure Agreement	11/30/2001	$0.00
WILMAR INTERNATIONAL, LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2011	$0.00
Wilmer Sugar Pty Limited	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/18/2018	$0.00
Wilson Chau	Amyris, Inc.	Nondisclosure Agreement	10/14/2011	$0.00
Win Chemicals Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/27/2014	$0.00
Wingify Software Private Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2022	$0.00
Wisconsin BioProduct	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2018	$0.00
Wisconsin BioProducts	Amyris, Inc.	Material Transfer Agreement	4/13/2020	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amendment No. 1 to Material Transfer Agreement	4/16/2020	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amendment No. 1 to Confidential Disclosure Agreement	6/14/2019	$0.00
Wisconsin BioProducts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2012	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	3/4/2010	$0.00
Within LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/8/2023	$0.00
Wm Wrigley Jr Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2018	$0.00
Wondersauce, LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/7/2015	$0.00
World Wide Packaging, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2019	$0.00
World Wildlife Fund	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2022	$0.00
World Wildlife Fund, Inc.	Amyris, Inc.	Confidentiality Agreement	7/20/2011	$0.00
Worley Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/2/2021	$0.00
Wui Sum Willbe Ho	Amyris, Inc.	Nondisclosure Agreement	1/25/2011	$0.00
Wuxi AppTec	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
WuXi AppTec	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2014	$0.00
Wuxi AppTec (HongKong) Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
Xenon Arc, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/5/2015	$0.00
Xiaosi Gao	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Xiaotong Zhang	Amyris, Inc.	Nondisclosure Agreement	8/15/2011	$0.00
Xinchang NHU Vitamins Co. Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2016	$0.00
Xinfu Science & Tech Co. Ltd.	Amyris, Inc.	Material Transfer Agreement	11/8/2021	$0.00
XL Insurance America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
XPO Logistics Supply Chain, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
XSUITE NORTH AMERICA Inc.	Amyris, Inc.	Software License Agreement	12/2/2020	$0.00
Xytel, Inc.	Amyris, Inc.	Mutual Confidential. Disclosure Agreement	1/15/2013	$0.00
Yao-ming Huang	Amyris, Inc.	Confidential Disclosure Agreement	11/27/2013	$0.00
Yaser Marafee	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Yasuhara Chemical	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	7/13/2018	$0.00
Yasuhara Chemical	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2017	$0.00
Yellow Loft	Amyris, Inc.	Confidential Disclosure Agreement	4/3/2015	$0.00
Yergeniy Yaroslavskiy	Amyris, Inc.	Nondisclosure Agreement	3/1/2012	$0.00
YG Laboratories, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2015	$0.00
Yifan Pharmaceutical Co., Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/13/2018	$0.00
Ying-Ja Chen	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Yue Yang	Amyris, Inc.	Nondisclosure Agreement	7/22/2011	$0.00
Yujiro Hata	Amyris, Inc.	Nondisclosure Agreement	10/18/2011	$0.00
Yutomi Corporation	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	2/23/2010	$0.00
Yvette M. Jaquez	Amyris, Inc.	Nondisclosure Agreement	10/12/2011	$0.00
Zach Hogan	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Zeal, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2019	$0.00
ZETON INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Zeton, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/15/2013	$0.00
Zhejiang Changhai Pharmaceuticals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2019	$0.00
Zhejiang Raybow Pharmaceutical Co., Ltd.	Amyris, Inc.	Confidentiality Agreement	8/17/2020	$0.00
Zhilan Zeng	Amyris, Inc.	Nondisclosure Agreement	5/19/2010	$0.00
Zoetis LLC	Amyris, Inc.	Mutual Confidentiality Agreement	8/24/2017	$0.00
ZPE LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/30/2020	$0.00
Zynerba Pharmaceuticals, Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	9/10/2015	$0.00

(REDLINE SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND PROPOSED CURE AMOUNTS)

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
10K Advertising	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
1185 Design	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/15/2010	$0.00
2nd Watch, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2023	$0.00
3 Model Management	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2023	$0.00
334 W Consulting Cop	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2022	$0.00
3M Innovative Properties Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement Amendment	10/13/2009	$0.00
3M Innovative Properties Company	Amyris, Inc.	Amendment to CDA # C254379		$0.00
3M Innovative Properties Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2009	$0.00
3M Innovative Properties Company	Amyris, Inc.	Confidential Disclosure Agreement C254379 Effective	7/4/2023	$0.00
5150 Craft Chocolate	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2019	$0.00
5w Public Relations, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/7/2022	$0.00
A. Patterson	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
A. UNILEVER GLOBAL IP LIMITED; Unilever UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Second Amending Agreement	10/5/2023	$0.00
A.N. DERINGER, INC.	Amyris, Inc.	Confidential Disclosure Agreement	12/15/2010	$0.00
Aaron Heil	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2022	$0.00
Aaron Hernday	Amyris, Inc.	Nondisclosure Agreement	3/22/2011	$0.00
AB Mauri Food Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	2/21/2019	$0.00
AB Mauri Food Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	10/26/2015	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	Indemnification Agreement	5/28/2021	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	Material Transfer Agreement	12/15/2022	$0.00
AB Mauri Food, Inc.	Amyris, Inc.	First Amendment to Purchase Agreement	6/30/2020	$0.00
Abbott Laboratories	Amyris, Inc.	Assignment of Non-Disclosure Agreement	9/13/2012	$0.00
Abbott Laboratories	Amyris, Inc.	Bilateral Confidential Disclosure Agreement	3/19/2010	$0.00
AbbVie Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2018	$0.00
ABCO Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2015	$0.00
Abimanyu Raja	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
ABITEC Corporation	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	2/20/2017	$0.00
Abunda Nutrition, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	3/14/2011	$0.00
Acceleration Partners, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
Accelrys Software Inc.	Amyris, Inc.	Mutual Non-Disclosure and Confidentiality Agreement	3/6/2013	$0.00
ACCESS BUSINESS GROUP INTERNATIONAL LLC; Centerchem, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2015	$0.00
ACF FinCo I LP	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	9/15/2015	$0.00
Acme Press. Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
ACORN NMR, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	8/23/2019	$0.00
ACORN NMR, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/3/2018	$0.00
ACT Solutions Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2012	$0.00
Acticar Guarani S.A.	Amyris, Inc.	MOU and Confidentiality Agreement	9/8/2009	$0.00
Action Letter, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2022	$0.00
ACUCAR GUARANI S.A.; TOTAL GAS & POWER VENTURES SAS.	Amyris, Inc.	Confidentiality Agreement	9/16/2010	$0.00
AcuTech Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/9/2015	$0.00
ADAM ELHOFY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/6/2011	$0.00
Adam Navidi	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Adam Rubin	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Adam Safir	Amyris, Inc.	Nondisclosure Agreement	4/13/2010	$0.00
Adam Thomason	Amyris, Inc.	Nondisclosure Agreement	1/24/2010	$0.00
Adams & Chittenden Scientific Glass Coop	Amyris, Inc.	Confidential Disclosure Agreement	11/14/2022	$0.00
ADAPTIVE INSIGHTS, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/23/2015	$0.00
Addivant USA, LLC.	Aprinnova, LLC	Bilateral Confidential and Sample Disclosure Agreement	10/30/2017	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Adele Jackson-Gibson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2022	$0.00
Adesis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2021	$0.00
Adesis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2018	$0.00
Adia Betts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/24/2022	$0.00
Aditya Dighe	Amyris, Inc.	Nondisclosure Agreement	10/19/2010	$0.00
Adjuvance Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2017	$0.00
Adjuvance Technologies, Inc.; GlaxoSmithKline Biologicals SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2017	$0.00
ADL Bionatur Solutions SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2020	$0.00
ADP, Inc.	Amyris, Inc.	Business Services Agreement	11/29/2010	$0.00
Adrich Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2022	$0.00
Adrienne Alvord	Amyris, Inc.	Nondisclosure Agreement	8/28/2007	$0.00
ADSORPTION RESEARCH INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	11/7/2011	$0.00
Advaccine (Suzhou) Biopharmaceuticals Co., Ltd.	Amyris, Inc.	Material Transfer Agreement	2/19/2021	$0.00
Advanced Lubrication Specialties	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2011	$0.00
Advanced Science Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2021	$0.00
Advantage Sales & Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2020	$0.00
AEA Investors SBF LP	Amyris, Inc.	Amyris, Inc. Confidential Disclosure Agreement	10/12/2023	$0.00
AFTON CHEMICAL CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2011	$0.00
AGECOM AMERIC INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/26/2011	$0.00
Agilent Technologies Automation Solutions	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2010	$0.00
Agilent Technologies Inc	Amyris, Inc.	Confidential Disclosure Agreement	11/3/2014	$0.00
Agilent Technologies Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	10/1/2015	$0.00
Agilent Technologies Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2013	$0.00
Agilent Technologies Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2013	$0.00
Agilent Technologies, Inc.	Amyris, Inc.	Confidential Disclosure Agreement		$0.00
Agilent Technologies, Inc.; ARZEDA CORPORATION; Bruker Corporation; M2P-LABS GMBH; RUPRECHT-KARLS-UNIVERSITAT HEIDELBERG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/15/2015	$0.00
AgraQuest, Inc.	Amyris, Inc.	Non-Disclosure Agreement	5/7/2011	$0.00
Agriodor	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Ai Ai Chen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2022	$0.00
AIBMR Life Sciences, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2019	$0.00
Aimee Eyvazzadeh	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
AIR FORCE RESEARCH LABORATORY MATERIALS AND MANUFACTURING DIRECTORATE	Amyris, Inc.	Material Transfer Agreement	9/18/2022	$0.00
AIR PRODUCTS AND CHEMICALS, INC.	Amyris, Inc.	Confidential Information/Sample Agreement	12/1/2016	$0.00
AJINOMOTO FOODS EUROPE	Amyris, Inc.	Confidentiality & Non-Disclosure Agreement	6/1/2023	$0.00
Ajinomoto Health & Nutrition North America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/26/2018	$0.00
Ajinomoto Health & Nutrition North America, Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
AKER SOLUTIONS AS.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2010	$0.00
AKI, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/15/2019	$0.00
AKI, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	1/7/2015	$0.00
Akia D. Chiappelli	Amyris, Inc.	Nondisclosure Agreement	3/24/2010	$0.00
AKLERGISA PESQUISA DERMATO COSMÉTICA LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2021	$0.00
AKN & SONS LTD	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2021	$0.00
Akron Polymer System, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2013	$0.00
Akron Rubber Development Laboratory, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/14/2013	$0.00
Akzo Nobel Surface Chemistry LLC	Amyris, Inc.	Confidentiality Agreement	1/4/2017	$0.00
Alan Ronald	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
Alana Cavanzo	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/23/2022	$0.00
Alaska Airlines, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Alation, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/15/2022	$0.00
ALBANY MOLECULAR RESEARCH, INC.	Amyris, Inc.	Exhibit A-3	8/31/2020	$0.00
ALBANY MOLECULAR RESEARCH, INC.	Amyris, Inc.	Exhibit A-1	8/11/2020	$0.00
Albany Molecular Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2017	$0.00
Albany Molecular Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2017	$0.00
Albemarle Corporation	Amyris, Inc.	Re: Letter Amendment — 2" Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
ALBEMARLE CORPORATION	Amyris, Inc.	Re: Letter Amendment — 1S1 Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
Albemarle Corporation	Amyris, Inc.	Re: Letter Amendment — 3Rd Extension of Standard Confidentiality Agreement	1/31/2010	$0.00
Albemarle Corporation	Amyris, Inc.	Standard Confidentiality Agreement	1/31/2010	$0.00
Alconox Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2020	$0.00
Alder BioPharmaceuticals, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/3/2018	$0.00
Alder BioPharmaceuticals, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/3/2018	$0.00
Alejandro Gusis	Amyris, Inc.	Indemnity Agreement		$0.00
Alexandre du Sartel	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Alfa Global Holdings Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2020	$0.00
Alfa Laval Inc.	Amyris, Inc.	Field Test Equipment Rental Proposal No. Rwft20140	12/7/2011	$0.00
Alfa Laval, Inc.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	9/22/2011	$0.00
Alice Smellie	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/15/2021	$0.00
Aline Cornells	Amyris, Inc.	Nondisclosure Agreement	9/2/2010	$0.00
Alison Brod Public Relations	Amyris, Inc.	Confidential Disclosure Agreement	12/9/2014	$0.00
ALLCAPCORP, LTD. CO.	Amyris, Inc.	RE: Confidentiality Agreement for Project As-299201	5/20/2015	$0.00
Allen Julian	Amyris, Inc.	Confidential Disclosure Agreement	3/31/2012	$0.00
Allen Lin	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
ALLERGISA PESQUISA DERMATO COSMÉTICA LTDA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2021	$0.00
ALLERGISA PESQUISA DERMATO-COSMETICA LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2021	$0.00
Alliance for Sustainable Energy, LLC	Amyris, Inc.	Bilateral Non-Disclosure Agreement	6/8/2023	$0.00
Alliance for Sustainable Energy, LLC; Ceres, Inc.; ICM, Inc.	Amyris, Inc.	Bilateral Non-Disclosure Agreement	2/4/2010	$0.00
Almac Group Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Almac Group Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Alsara Investment Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2023	$0.00
Altimmune, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/27/2021	$0.00
Altimmune, Inc.; Lonza Houston, Inc.	Amyris, Inc.	Confidentiality Agreement	9/24/2021	$0.00
Alvin Tiu	Amyris, Inc.	Nondisclosure Agreement	12/17/2010	$0.00
AMAIA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/29/2021	$0.00
Amanda Chai	Amyris, Inc.	Nondisclosure Agreement	2/1/2010	$0.00
Amanda K. Duisman	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Amazon Web Services, Inc.	Amyris, Inc.	AWS Customer Agreement		$182,655.95
Amazon.com, Inc.	Amyris, Inc.	Customer Nondisclosure Agreement	8/30/2012	$0.00
Amber International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
American Chemical Society	Amyris, Inc.	Non-Disclosure Agreement	8/8/2011	$0.00
American Custom Drying	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2020	$0.00
AMERICAN REFINING GROUP INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2011	$0.00
American Type Culture Collection	Amyris, Inc.	Biorepository Services Agreement	3/16/2020	$0.00
Ameridia Innovative Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/21/2020	$0.00
AMETEK SAS	Amyris, Inc.	Confidential Disclosure Agreement	8/30/2012	$0.00
AMG ENGINEERING, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/21/2011	$0.00
AMG, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
Amoolya Singh	Amyris, Inc.	Nondisclosure Agreement	2/17/2011	$0.00
AMP Printing Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2018	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
AMPAC FINE CHEMICALS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/7/2010	$0.00
AMPAC Fine Chemicals LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2020	$0.00
Amrit Saxena	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
AMTECOL, INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/14/2011	$0.00
AMY ANDREWS	Amyris, Inc.	Confidential Disclosure Agreement	4/19/2018	$0.00
Amy Rowat	Amyris, Inc.	Nondisclosure Agreement	5/7/2010	$0.00
Amyris	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2011	$0.00
Amyris Brasil Ltda	Amyris, Inc.	Free Lease Agreement Contrato DE Comodato	4/25/2013	$0.00
Amyris RealSweet, LLC	Amyris, Inc.	Shared Services Agreement	6/1/2021	$0.00
Ana Dutra	Amyris, Inc.	Indemnity Agreement		$0.00
ANA KERTESZ	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
Analytical Technologies Group, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/18/2018	$0.00
AnalytiCon Discovery GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/20/2023	$0.00
Anandia Laboratories Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2015	$0.00
And Sales Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2022	$0.00
AND! SALES INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2022	$0.00
Anderson Merchandisers, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/13/2022	$0.00
Andrea Slayton	Amyris, Inc.	First Amendment Nondisclosure Agreement	1/1/2013	$0.00
Andrea Slayton	Amyris, Inc.	Nondisclosure Agreement	3/17/2011	$0.00
Andrew Horwitz	Amyris, Inc.	Nondisclosure Agreement	3/29/2011	$0.00
Andrew Horwitz	Amyris, Inc.	Nondisclosure Agreement	11/19/2010	$0.00
Andrew McFarland	Amyris, Inc.	'Amyris Biotechnologies, Inc. Nondisclosure Agreement	6/29/2010	$0.00
ANDREW MURLEY	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2013	$0.00
Andrew Phillips	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2012	$0.00
Andrew Utada	Amyris, Inc.	Nondisclosure Agreement	4/5/2010	$0.00
ANDRITZ Separation Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2018	$0.00
Angela Wong	Amyris, Inc.	Nondisclosure Agreement	6/26/2012	$0.00
ANIMAL NUTRI CONSULTORIA EM NUTRICAO ANIMAL LTDA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2018	$0.00
Animal Nutri Consultoria em Nutricao Animial Ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/20/2018	$0.00
Anisa International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
Anisa International Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/27/2020	$0.00
Anna Twigg	Amyris, Inc.	Nondisclosure Agreement	2/12/2010	$0.00
Anne Fishman	Amyris, Inc.	Nondisclosure Agreement	9/25/2010	$0.00
Annie Le	Amyris, Inc.	Nondisclosure Agreement	8/12/2011	$0.00
Antea USA Inc, a Minnesota Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Anthony Chi	Amyris, Inc.	Nondisclosure Agreement	12/7/2011	$0.00
Anthony Spizvoca	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Antibioticos de Leon, S.L.U.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/31/2017	$0.00
Antibioticos de Leon, S.L.U.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/12/2017	$0.00
Antibioticos de Leon, SLU	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	8/1/2016	$0.00
Antibioticos de Leon, SLU	Amyris, Inc.	Confidential Disclosure Agreement	7/5/2015	$0.00
ANTIBIOTICOS S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/16/2010	$0.00
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Pilot Fermentation Agreement~~		~~$0.00~~
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Appendix 2~~		~~$0.00~~
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Toll Manufacturing Agreement~~		~~$0.00~~
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Pilot Fermentation Agreement~~		~~$0.00~~
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Pilot Fermentation Agreement~~		~~$0.00~~
~~Antibioticos, S. A.~~	~~Amyris, Inc.~~	~~Pilot Fermentation Agreement~~		~~$0.00~~
Antibioticos, S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2013	$0.00
Antibioticos, S.A.; Zean Consultores	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2011	$0.00
Anton Paar USA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2021	$0.00
AOC LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/31/2016	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
AON CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2011	$0.00
Aon Risk Insurance Services West, inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Apex International Mfg., Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/9/2014	$0.00
Apex International Mtg.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Apiscent Labs, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/11/2018	$0.00
Apiscent Labs, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2017	$0.00
APOTEX INC	Amyris, Inc.	Agreement	11/10/2015	$0.00
APOTEX INC.	Amyris, Inc.	Mutual Confidentiality Agreement	11/8/2016	$0.00
Applied Research Associates, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/6/2014	$0.00
AptarGroup, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2021	$0.00
Apttus Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/15/2011	$0.00
Arc'hant Consult	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2013	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2022	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2019	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2015	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Archer Daniels Midland Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Confidential Disclosure Agreement	9/12/2023	$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Amended and Restated Confidential Disclosure Agreement	9/26/2023	$0.00
Archer-Daniels-Midland Company	Amyris, Inc.	Confidentiality Agreement (Mutual)	1/8/2018	$0.00
ARD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2016	$0.00
ARD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2013	$0.00
AREA 17	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/5/2022	$0.00
Arena Investors, LP	Amyris, Inc.	Confidential Disclosure Agreement	9/6/2016	$0.00
Arizona Board of Regents	Amyris, Inc.	Confidentiality Agreement	4/20/2011	$0.00
Arizona Nutritional Supplements	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
Armelle Pin	Amyris, Inc.	Nondisclosure Agreement	8/11/2010	$0.00
Aromatic Fillers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2022	$0.00
Aron Filkey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2021	$0.00
Art Partner Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2021	$0.00
Arthur D. Little Benelux sa/nv	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	4/13/2012	$0.00
Arthur D. Little Benelux sa/nv	Amyris, Inc.	Confidential Disclosure Agreement	10/14/2011	$0.00
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.	Amyris, Inc.	Client Services Agreement	5/7/2021	$0.00
ARTISAN INDUSTRIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2010	$0.00
Arul Daniel	Amyris, Inc.	Nondisclosure Agreement	6/1/2011	$0.00
Arxada AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2022	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Arxada LLC	Amyris, Inc.	Confidentiality Agreement (The "Agreement")	8/3/2023	$0.00
Arxada Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2022	$0.00
Aryaka Networks, inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/15/2013	$0.00
ARZEDA Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2019	$0.00
Arzeda Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/11/2014	$0.00
Ascend Performance Materials Operations LLC	Aprinnova, LLC	Confidentiality Agreement	9/12/2017	$0.00
Ashland Inc.	Amyris, Inc.	Amendment #1 to Secrecy Agreement	8/17/2010	$0.00
Ashlee Nunes	Amyris, Inc.	Nondisclosure Agreement	12/1/2011	$0.00
Ashley Abramson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
Ashley Lee	Amyris, Inc.	Nondisclosure Agreement	3/1/2011	$0.00
Aspen Technology, Inc.	Amyris, Inc.	Re: Proposal for Private Virtual Tutoring Training	12/17/2012	$0.00
Asteroid, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/12/2021	$0.00
AstraZeneca UK Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2019	$0.00
Asymchem Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2020	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
AT&T Corp.	Amyris, Inc.	Non-Disclosure Agreement	3/26/2015	$0.00
ATEL VENTURES, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/9/2010	$0.00
Athea Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2014	$0.00
Aubri Balk Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
Aura FX Studios, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/21/2022	$0.00
Aurisco Pharmaceutical Limited	Amyris, Inc.	Confidential Disclosure Agreement	9/1/2016	$0.00
Autajon Packaging Boston	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2022	$0.00
Automation Partnership (Cambridge) Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/12/2014	$0.00
Avanti Polar Lipids, Inc.	Amyris, Inc.	Confidential Non-Disclosure Agreement		$0.00
Avanti Polar Lipids, LLC	Amyris, Inc.	Material Transfer Agreement	6/7/2022	$0.00
Avanti Polar Lipids, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2021	$0.00
Avanti Polar Lipids, LLC, an Alabama limited liability company	Amyris, Inc.	Materials Transfer Agreement		$0.00
AVANTIUM CHEMICALS B.V.	Amyris, Inc.	Confidentiality Agreement	4/1/2010	$0.00
Avery Dennison Corporation	Amyris, Inc.	Confidentiality/Non-Disclosure Agreement	11/15/2011	$0.00
Avista Pharma Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2017	$0.00
Avocados and Coconuts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2021	$0.00
Avomeen, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/28/2018	$0.00
Avon Products, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/2/2022	$0.00
AVR Consulting Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2021	$0.00
AXIM Biotechnologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2016	$0.00
AXIS Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
AXYS Industrial Solutions, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/23/2012	$0.00
Ayton Global Research Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2021	$0.00
Azfar Qureshi	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Azimuth Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2022	$0.00
Baby Center LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2019	$0.00
Balance Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	10/6/2021	$0.00
BAM Federal Institute for Materials Research and Testing; Panolin AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
BaM Productions Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2022	$0.00
Bamboo HR LLC	Amyris, Inc.	Nondisclosure Agreement	5/25/2017	$0.00
Bambuser AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2021	$0.00
Banco Itau BBA S.A.	Amyris, Inc.	Non-Disclosure Agreement	2/17/2010	$0.00
Bank of America, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2012	$0.00
Bann Quimica, Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2014	$0.00
Banner Technology, Inc	Amyris, Inc.	Confidential Disclosure Agreement	1/27/2011	$0.00
BAOSHENG LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2020	$0.00
Barnet Products LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2022	$0.00
Barnum Mechanical Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/14/2017	$0.00
Barnum Mechanical Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
barrettSF	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/2/2021	$0.00
Bart Oud	Amyris, Inc.	Nondisclosure Agreement	11/1/2013	$0.00
BARTRAM SPONSORSHIP STRATEGIES, LLC.	Amyris, Inc.	Confidential Disclosure Agreement	1/24/2011	$0.00
BASF Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/23/2014	$0.00
BASF S.A.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/5/2016	$0.00
BASF SE	Amyris, Inc.	Second Amendment to Secrecy Agreement	8/22/2012	$0.00
BASF SE	Amyris, Inc.	First Amendment to Secrecy Agreement	7/9/2012	$0.00
BASF SE	Amyris, Inc.	Confidentiality Agreement	9/5/2013	$0.00
BASF SE	Amyris, Inc.	Confidentiality Agreement	11/2/2010	$0.00
BATEMAN ADVANCED TECHNOLOGIES, LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2011	$0.00
Battelle Memorial Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2012	$0.00
Battelle Memorial Institute	Amyris, Inc.	Confidential Disclosure Agreement	6/3/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Bay Area Graphics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
Bay Cities Container Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
Bayer CropScience LP	Amyris, Inc.	Non-Disclosure Agreement	11/23/2010	$0.00
BCENE Public Relations	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2021	$0.00
BEAUTYPASTE, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/26/2022	$0.00
Beazley USA Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2019	$0.00
Beckman Coulter, Inc.	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	1/19/2012	$0.00
Bedoukian Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2016	$0.00
Bedoukian Research, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
Beekman Social LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Beiersdorf AG	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	9/23/2016	$0.00
Beiersdorf AG	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	10/1/2015	$0.00
Beiersdorf AG; Safic-Alcan Deutschland GmbH	Amyris, Inc.	Non-Disclosure Agreement	1/10/2014	$0.00
Beijing Holley-Cotec Pharmaceuticals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2014	$0.00
Beijing Jiyao Biotech Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/7/2019	$0.00
Bella PR	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Ben Sandmann	Amyris, Inc.	Nondisclosure Agreement	4/22/2011	$0.00
Ben Shirey	Amyris, Inc.	Nondisclosure Agreement	7/27/2012	$0.00
Benchling, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2020	$0.00
Benchling, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2014	$0.00
Benchling, Inc.	Amyris, Inc.	Benchling, Inc. Change Order	1/1/2024	$0.00
Benchmark Asset Appraisals	Amyris, Inc.	Confidential Disclosure Agreement	7/28/2016	$0.00
Benchmark Cosmetic Laboratories, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/28/2011	$0.00
Benchmark Cosmetic Laboratories, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/27/2011	$0.00
BENEO GmbH	Amyris, Inc.	Confidentiality Agreement	3/20/2017	$0.00
Benjamin Kaufmann	Amyris, Inc.	Nondisclosure Agreement	4/27/2011	$0.00
Bentley Laboratories, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2018	$0.00
Bentley Laboratories, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2015	$0.00
Benz Technology International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2016	$0.00
Benz Technology International, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2021	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Amendment No. 17O Mutual Confidential Disclosure Agreement	11/25/2019	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/26/2018	$0.00
Berkeley Lights, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2017	$0.00
Berkley Professional Liability	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Berlin Packaging, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/8/2014	$0.00
Berma, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Bernard Cerles	Amyris, Inc.	Nondisclosure Agreement	4/25/2012	$0.00
Berniedette A. Flores	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Best Ever Baby, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	10/1/2015	$0.00
Beta Analytic Inc.	Amyris, Inc.	Confidentiality Agreement	3/23/2011	$0.00
Beth Peterson Enterprises, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	11/17/2010	$0.00
Bettie Lee	Amyris, Inc.	Nondisclosure Agreement	2/4/2011	$0.00
Beyond Meat	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2013	$0.00
Bic Violex S.A.	Amyris, Inc.	MNDA	1/9/2024	$0.00
BICO Group AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2023	$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	4/23/2021	$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Mutual Confidentiality Disclosure Agreement		$0.00
Bill & Melinda Gates Foundation	Amyris, Inc.	Letter Agreement		$0.00
Bill and Melinda Gates Foundation	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	6/8/2016	$0.00
Bill and Melinda Gates Foundation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/8/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Bin Zhang	Amyris, Inc.	Nondisclosure Agreement	6/23/2010	$0.00
Bin Zhang	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Binita Bhattacharjee	Amyris, Inc.	Nondisclosure Agreement	9/27/2010	$0.00
Bio Base Europe Pilot Plant	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/31/2016	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Service Agreement	12/13/2022	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/22/2021	$0.00
Bio Base Europe Pilot Plant VZW	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2019	$0.00
Biobent Management Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2021	$0.00
BIOBLEND	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2010	$0.00
BioCell Technology, LLC	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/9/2021	$0.00
Biocon Limited	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/4/2016	$0.00
Biodiscovery LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
Biogen Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	10/28/2015	$0.00
Biogen MA Inc.	Amyris, Inc.	U.S. Master Services Agreement	7/28/2016	$0.00
BIOINDUSTRIAL MANUFACTURING	Amyris, Inc.	Amendment to the Subaward Agreement	9/1/2022	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-PC03-A-07-006)	9/1/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-DRP6-A-0006)	12/23/2022	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Subaward Agreement (No. T-PC01-A-02-0006)	12/15/2021	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Prime Award Agreement	1/30/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem	Amyris, Inc.	Amendment to the Subaward Agreement	4/4/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem - BioMADE	Amyris, Inc.	Biomade Subaward Agreement (Subaward No. T-ADP11-A-0006)	6/15/2023	$0.00
Bioindustrial Manufacturing and Design Ecosystem - BioMADE	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/8/2021	$0.00
BIOINDUSTRIAL MANUFACTURING AND DESIGN ECOSYSTEM (BIOMADE)	Amyris, Inc.	Subaward Agreement (Subaward No. T-DRP7-A-0006)	12/1/2022	$0.00
BIOINDUSTRIAL MANUFACTURING AND DESIGN ECOSYSTEM (BIOMADE)	Amyris, Inc.	Amendment to the Subaward Agreement (Number 22-RACER-A-H016-0006)	5/12/2023	$0.00
Biolding Investment SA	Amyris, Inc.	Confidential Disclosure Agreement	4/17/2012	$0.00
Biological Resource Center, National Institute of Technology and Evaluation	Amyris, Inc.	Material Transfer Agreement 1 (Mta-1)	3/1/2017	$0.00
Biomillenia SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/18/2019	$0.00
BIOMIN DO BRASIL LTDA	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2010	$0.00
BIOMIN HOLDIING GmbH	Amyris, Inc.	Agreement	4/29/2011	$0.00
Biomin Holding GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2011	$0.00
Biomin Holding GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2011	$0.00
BIONOMIC INDUSTRIES	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
BioPlan USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2020	$0.00
BioPlan USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2020	$0.00
Bio-Process Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2020	$0.00
Bio-Process Innovation, Inc.	Amyris, Inc.	Non-Disclosure/ Secrecy Agreement	4/15/2022	$0.00
Bioprocess Pilot Facility B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2016	$0.00
Bioprocess Pilot Facility B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2012	$0.00
Bioproduction Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2014	$0.00
Biosafe — Biological Safety Solutions Ltd/Oy	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/4/2021	$0.00
Biosafe Ltd.	Amyris, Inc.	Material Transfer Agreement	4/1/2021	$0.00
biotech competence gmbh	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/24/2019	$0.00
Biotech Research Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
Biotechnical Services, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/22/2017	$0.00
Biotork LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2012	$0.00
BlackLine Systems, Inc.	Amyris, Inc.	Data Processing Agreement	5/23/2018	$52,555.37

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
BLACK PONY VENTURES SL	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/7/2020	$0.00
Blacksquare, LLC	Amyris, Inc.	Confidential Disclosure Agreement	8/29/2014	$0.00
BlueFire Renewables Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2012	$0.00
Bluestem Biosciences, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/14/2022	$0.00
Bluestem Biosciences, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/14/2022	$0.00
BNP Paribas Securities Corp	Amyris, Inc.	Confidential Disclosure Agreement	2/22/2019	$0.00
Board of Regents of the University of Wisconsin System	Amyris, Inc.	Great Lakes Bioenergy Research Center Mutual Non-Disclosure Agreement	3/21/2019	$0.00
Board of Trustees of Southern Illinois University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2021	$0.00
Bob Waymouth	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Bobbi Angell	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2022	$0.00
BOCSCI Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/9/2018	$0.00
BODY SHOP INTERNATIONAL LIMITED	Amyris, Inc.	Reciprocal Confidentiality Agreement	4/22/2022	$0.00
Boeing Company	Amyris, Inc.	Confidentiality Agreement	2/24/2012	$0.00
BOLD PR LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2017	$0.00
BONNIE HAMES	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2010	$0.00
Boox, PBC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2020	$0.00
Booyah Networks, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2020	$0.00
Born & Made LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
BORNY MADE LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
Bostik, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2014	$0.00
Bounce Exchange, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2018	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Amendment Agreement	6/12/2013	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2012	$0.00
BP LUBRICANTS USA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2012	$0.00
BP Lubricants USA, Inc.	Amyris, Inc.	Amendment #1 to Confidential Disclosure Agreement	7/8/2011	$0.00
BP LUBRICANTS USA, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	7/30/2010	$0.00
BP Technology Ventures Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2012	$0.00
Braidwell Partners Master Fund LP; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Brandon Johnson	Amyris, Inc.	Nondisclosure Agreement	3/14/2011	$0.00
BrandPie Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2017	$0.00
Brandshare	Amyris, Inc.	Confidential Disclosure Agreemetarr	10/13/2015	$0.00
Braskem S.A.	Amyris, Inc.	Three-Way Confidentiality and Common Interest Agreement	11/23/2013	$0.00
BRASKEM S.A.; IDEOM TECNOLOGIA LTDA.; Manufacture Francaise des Pneumatiques Michelin	Amyris, Inc.	Multiparty Confidential Disclosure Agreement	12/9/2011	$0.00
BRASKEM S.A.; MANUFACTURE FRANCAIS DES PNEUMATIQUES MICHELIN	Amyris, Inc.	Multiparty Confidential Disclosure Agreement	6/3/2013	$0.00
BRC The Broad Institute, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/28/2021	$0.00
BRC The Broad Institute, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/28/2021	$0.00
BREAKTHROUGH FUEL, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2013	$0.00
Brenntag Schweizerhall AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/8/2014	$0.00
Brenton Keough	Amyris, Inc.	Nondisclosure Agreement	8/18/2010	$0.00
Brian Hawthorne	Amyris, Inc.	Nondisclosure Agreement	1/29/2010	$0.00
Brian Kirrene	Amyris, Inc.	Nondisclosure Agreement	5/2/2010	$0.00
Brian Lander	Amyris, Inc.	Nondisclosure Agreement	11/14/2010	$0.00
Brian Sauls	Amyris, Inc.	Nondisclosure Agreement	8/23/2010	$0.00
BRIDGESONE CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/15/2010	$0.00
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/4/2014	$0.00
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/4/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Bridgestone Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/21/2014	$0.00
Brigitte Keon	Amyris, Inc.	Nondisclosure Agreement	4/12/2010	$0.00
Brilliant Formulations	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2015	$0.00
Brinkmann Instruments	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/23/2017	$0.00
Brinkmann Instruments, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2019	$0.00
Brisan Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2020	$0.00
British Sugar	Amyris, Inc.	Confidentiality Agreement	7/1/2011	$0.00
Britta Randlev	Amyris, Inc.	Nondisclosure Agreement	5/21/2010	$0.00
BROAD INSTITUTE, INC.	Amyris, Inc.	Nonexclusive Patent License Agreement	8/4/2023	$0.00
Bruker Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/4/2014	$0.00
BRUKER OPTICS INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/15/2010	$0.00
Bruno Cabane	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2014	$0.00
Brynne Stanton	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Buckeye International, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
BUFLOVAK, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/29/2011	$0.00
BugLab, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2015	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	Lease	4/26/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	Lease	4/1/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	First Amendment to Lease	8/1/2021	$0.00
BURGESS GROUP CONSOLIDATED, LLC	Aprinnova, LLC	First Amendment to Lease	8/1/2021	$0.00
Business Capital	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Butchershop Creative, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2015	$0.00
C Cubed Biotech	Amyris, Inc.	Confidential Disclosure Agreement	7/14/2014	$0.00
C. Charles Dowk	Amyris, Inc.	Nondisclosure Agreement	10/22/2010	$0.00
CA Fortune Sales & Marketing, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/15/2022	$0.00
CA Fortune Sales & Marketing, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2022	$0.00
Cabot Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/26/2018	$0.00
CAL WEST MASHY COMPANY, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/6/2011	$0.00
Calico Life Sciences LLC	Amyris, Inc.	Confidentiality Agreement	4/21/2016	$0.00
Calumet Penreco, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2016	$0.00
Calumet Refining, LLC	Aprinnova, LLC	Nondisclosure Agreement	5/18/2018	$0.00
Calvin Crim	Amyris, Inc.	Nondisclosure Agreement	8/19/2011	$0.00
Cambrex Charles City, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2017	$0.00
Cambridge Polymer Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/27/2013	$0.00
Camelback Displays	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/24/2020	$0.00
Campari America LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	12/10/2018	$0.00
Canaccord Genuity LLC	Amyris, Inc.	Nondisclosure Agreement	6/8/2023	$0.00
Cancer Insight, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2021	$0.00
Canopy Growth Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2021	$0.00
CAPERVA QUIMICA S.L.	Amyris, Inc.	Mutual Non-Disclosure Agreement	11/23/2018	$0.00
Caporale Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/6/2013	$0.00
Capua BioServices S.p.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/3/2018	$0.00
Carbono Quimica ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/26/2016	$0.00
Carbono Quimica ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/26/2016	$0.00
Carey Chern	Amyris, Inc.	Nondisclosure Agreement	1/22/2010	$0.00
Cargill, Incorporated	Amyris, Inc.	Mutual Confidentiality Agreement	3/28/2012	$0.00
Carine Schneider	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
Carmagen Engineering Inc	Amyris, Inc.	Confidential Disclosure Agreement	6/28/2011	$0.00
Caroline Harley	Amyris, Inc.	Nondisclosure Agreement	2/25/2011	$0.00
Carrot Fertility, Inc.	Amyris, Inc.	Master Services Agreement	2/1/2022	$0.00
Carrot Fertility, Inc.	Amyris, Inc.	Master Services Agreement	1/1/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Carrot Fertility, Inc.	Amyris, Inc.	Plan Design Amendment	1/1/2023	$0.00
Carter Dow	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Cartograph LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2019	$0.00
Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/24/2021	$0.00
Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/2/2021	$0.00
Catalent Pharma Solutions, LLC	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	7/22/2022	$0.00
Catalent Pharma Solutions, LLC	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	7/22/2022	$0.00
Cataya Bio (Shanghai) Co Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2022	$0.00
Catch, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2023	$0.00
CATHAY PACIFIC AIRWAYS LIMITED	Amyris, Inc.	Confidentiality Agreement	7/5/2013	$0.00
Cavalier International Air Freight, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2021	$0.00
CBA Brand Engine	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2014	$0.00
Ce Yang	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Cecilia Walsh	Amyris, Inc.	Nondisclosure Agreement	11/29/2010	$0.00
Celeste Sandoval	Amyris, Inc.	Nondisclosure Agreement	8/12/2010	$0.00
CELLECTIS SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2011	$0.00
CELSIUS HOLDINGS, INC.	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	11/13/2018	$0.00
Centauri Technologies, LP	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	3/1/2015	$0.00
Centauri Technologies, LP	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	2/28/2014	$0.00
Centauri Technologies, LP	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/11/2013	$0.00
Centauri Technologies, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2012	$0.00
CENTAURI TECHNOLOGIES, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/29/2010	$0.00
Center Design	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2022	$0.00
Centre national de la recherche scientifique	Amyris, Inc.	Confidential Disclosure Agreement	5/30/2013	$0.00
Centre national de la recherche scientifique	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2012	$0.00
Centro de Tecnologia Canavieira S/A	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2013	$0.00
Cercone Brown Corp	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2020	$0.00
CERES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/1/2010	$0.00
Cerno Bioscience, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
Ceruvia Lifesciences, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2022	$0.00
Cesar Rodriguez	Amyris, Inc.	Nondisclosure Agreement	9/19/2011	$0.00
CEVA Freight Canada Corp.	Amyris, Inc.	Agency Agreement	7/13/2018	$1,845.32
Chan Li	Amyris, Inc.	Nondisclosure Agreement	11/24/2010	$0.00
Chance Elliott	Amyris, Inc.	Nondisclosure Agreement	4/21/2010	$0.00
Character SF, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2020	$0.00
Charles D. Kraft	Amyris, Inc.	Nondisclosure Agreement	5/10/2012	$0.00
Charles River Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2021	$0.00
Charlie Boone	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2013	$0.00
Charlotte Products LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/17/2014	$0.00
Chase Products Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/29/2014	$0.00
CHEM Group	Amyris, Inc.	Services Agreement	5/15/2013	$25,008.54
CHEM GROUP	Amyris, Inc.	Re: Modification to Amendment #3 to Service Agreement	12/4/2014	$0.00
CHEM Group	Amyris, Inc.	Amendment #1 to Service Agreement	8/20/2013	$0.00
CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2013	$0.00
CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2013	$0.00
Chem Group Inc	Amyris, Inc.	Confident Ial Disclosure Agreement	7/21/2011	$0.00
CHEMDESIGN PRODUCTS INC	Amyris, Inc.	Confidential Disclosure Agreement	2/23/2010	$0.00
ChemEOR	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	12/17/2014	$0.00
ChemEOR	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2013	$0.00
Chemical Search International Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2015	$0.00
Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/18/2012	$0.00
ChemLogix LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2011	$0.00
Chemo Biosynthesis S.r.l.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2022	$0.00
Chemol Company, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2013	$0.00
ChemQuest Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2023	$0.00
Chemtura Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2010	$0.00
Chemworld Marketing Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2014	$0.00
Chevron Phillips Chemical Company LP	Amyris, Inc.	Mutual Non-Disclosure and Non-Analysis Agreement	6/7/2010	$0.00
Chevron Products Company	Amyris, Inc.	Second Addendum to Confidentiality Agreement	3/30/2010	$0.00
Chevron Products Company	Amyris, Inc.	First Addendum to Confidentiality Agreement	12/16/2009	$0.00
Chevron Products Company	Amyris, Inc.	Confidentiality Agreement	10/13/2009	$0.00
Chi-Li Liu	Amyris, Inc.	Nondisclosure Agreement	4/10/2010	$0.00
Chilworth Technology, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/28/2015	$0.00
CHINA GATEWAY LIFE SCIENCE (HOLDINGS) LIMITED	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2011	$0.00
Chinmay Majmudar, Cipla	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2011	$0.00
Chloe Productions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2023	$0.00
CHOBANI, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/16/2020	$0.00
Chr. Hansen Natural Colors A/S	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	5/30/2019	$0.00
Chris Bartlett	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2013	$0.00
Chris Bocilla	Amyris, Inc.	Nondisclosure Agreement	8/25/2010	$0.00
Chris Moore	Amyris, Inc.	Nondisclosure Agreement	11/3/2011	$0.00
Chris Paizis	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Christian Duenas	Amyris, Inc.	Confidential Disclosure Agreement	6/14/2021	$0.00
Christina Capule	Amyris, Inc.	Nondisclosure Agreement	3/5/2012	$0.00
Christine Mwangi	Amyris, Inc.	Nondisclosure Agreement	2/16/2011	$0.00
Christine Ofori	Amyris, Inc.	Indemnity Agreement		$0.00
Christopher B Fuller	Amyris, Inc.	Nondisclosure Agreement	9/15/2010	$0.00
Christopher Burns	Amyris, Inc.	Nondisclosure Agreement	4/13/2011	$0.00
Christopher Calderon	Amyris, Inc.	Confidential Disclosure Agreement	11/6/2013	$0.00
Christopher Calvey	Amyris, Inc.	Confidential Disclosure Agreement	6/17/2013	$0.00
Christopher Ryan	Amyris, Inc.	Nondisclosure Agreement	2/21/2013	$0.00
Christopher Scott	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
ChromaDex, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/13/2017	$0.00
Chrysea Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/27/2023	$0.00
Chunbo Lou	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Cigna Health and Life Insurance Company	Amyris, Inc.	Performance Guarantee Agreement	1/1/2023	$0.00
Cigna Health and Life Insurance Company	Amyris, Inc.	Administrative Services Only Agreement	1/1/2023	$0.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY	Amyris, Inc.	Insurance - Stop Loss Agreement		$0.00
CIPLA LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/29/2011	$0.00
Citibank, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/24/2012	$0.00
CJ CheilJedang Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/25/2016	$0.00
CJ CheilJedang Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/18/2019	$0.00
CJ CheilJedang Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/24/2010	$0.00
CJ DO BRASIL INDUSTRIA E COMERCIO DE PRODUTOS ALIMETICIOS LTDA.	Amyris, Inc.	Mutual Confidential Disclowite Agreement	7/4/2011	$0.00
Clariant Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2022	$0.00
Clariant International Ltd	Amyris, Inc.	Confidentiality Agreement	7/16/2014	$0.00
Clariant International Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/3/2012	$0.00
Clarke Mosquito Control Products, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	6/20/2016	$0.00
Claude Bensoussan	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2014	$0.00
Claudia Vickers	Amyris, Inc.	Amyris, Inc. . Nondisclosure Agreement	1/20/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Claudia Yu	Amyris, Inc.	Nondisclosure Agreement	6/17/2010	$0.00
Clean Label Project, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2020	$0.00
Clear Spider Inc	Amyris, Inc.	Mutual Nondisclosure Agreement	2/10/2011	$0.00
CLEAR TASK, INC.	Amyris, Inc.	Confidential Disclosure Agreement	11/11/2010	$0.00
ClearWaterBay Technology, Inc	Amyris, Inc.	Confidential Disclosure Agreement	2/1/2012	$0.00
Click Bio, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/20/2018	$0.00
Clinical Research Laboratories	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2015	$0.00
Clinton Health Access Initiative, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	7/3/2014	$0.00
Clorox Services Company	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
CLOSER 2021 LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2022	$0.00
Clover Biopharmaceuticals AUS Pty Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
Clover Biopharmaceuticals USA, Inc.	Amyris, Inc.	Material Transfer Agreement	8/11/2022	$0.00
Clover Biopharmaceuticals USA, Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Coca-Cola Company	Amyris, Inc.	Bilateral/Multilateral Non-Disclosure Agreement	10/17/2022	$0.00
Coca-Cola Company	Amyris, Inc.	Bilateral/Multilateral Non-Disclosure Agreement	10/1/2011	$0.00
COFCO Nutrition and Health Research Institute Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2015	$0.00
Colorado Quality Products, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
ColorMatrix Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2012	$0.00
Columbia Analytical Services, Inc	Amyris, Inc.	Confidential Disclosure Agreement	10/19/2011	$0.00
Columbia Cosmetics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/8/2022	$0.00
Column5 Consulting Group, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement Between Column5 Consulting Group, Llc and Amyris, Inc.	4/9/2015	$0.00
Companhia Nacional de Aciicar e Alcool — CNAA	Amyris, Inc.	Confidentiality Agreement	7/5/2010	$0.00
Companhia Nitro Quimica Brasileira	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/22/2011	$0.00
COMPENSIA INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/17/2010	$0.00
Compensia, Inc.	Amyris, Inc.	Amendment to Terms of Compensia Engagement	6/1/2020	$0.00
Compliance Dynamics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/12/2013	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/20/2011	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2010	$0.00
CONEXUS CAPITAL ADVISORS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	10/26/2010	$0.00
Conservatoire National des Arts et Métiers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2018	$0.00
Conservatoire National des Arts et Métiers	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2018	$0.00
Context Capital Management, LLC; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Continental Technologies LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/2/2010	$0.00
Copernicus Group, Inc.	Amyris, Inc.	Non-Disclosure Agreement	5/1/2018	$0.00
Cordell Pharma International GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2007	$0.00
Corden Pharma International GmbH	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	1/16/2019	$0.00
Corporate Renaissance Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2011	$0.00
Correlia Biosystems	Amyris, Inc.	Material Transfer Agreement	3/31/2023	$0.00
Correlia Biosystems	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2023	$0.00
COSAN S.A. INDUSTRIA E COMERCIO	Amyris, Inc.	Re: Permitted Disclosure of Agreements to Third Parties	3/10/2010	$0.00
Cosmetech Co, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2014	$0.00
Cosmetech Laboratories, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2012	$0.00
Cosmetix West	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/19/2015	$0.00
Cosmo Oil of U.S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2016	$0.00
Costco Wholesale Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2016	$0.00
Coty Inc.	Amyris, Inc.	Confidentiality Agreement	8/17/2016	$0.00
Couple in the Kitchen LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2019	$0.00
Coury Science & Engineering, PLLC	Amyris, Inc.	Confidential Disclosure Agreement	10/18/2016	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
COVANCE INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2020	$0.00
COVANCE LABORATORIES INC.	Amyris, Inc.	Non-Disclosure Agreement	3/26/2018	$0.00
COVET PUBLIC RELATIONS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2019	$0.00
Cowen and Company, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2015	$0.00
Cowen and Company, LLC	Amyris, Inc.	Confidential Disclosure Agreement	6/7/2013	$0.00
CPA (Computer Patent Annuities Holdings Ltd.)	Amyris, Inc.	CPA Global Customer Agreement	4/5/2018	$0.00
CPA Global (FIP) LLC	Amyris, Inc.	FoundationIP Order	4/5/2018	$0.00
CPA Global Limited	Amyris, Inc.	Renewal Service Agreement	4/5/2018	$0.00
CPI INNOVATION SERVICES LIMITED	Amyris, Inc.	Agreement	9/18/2012	$0.00
Craftory Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2023	$0.00
Craig Reeder	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00
CRB Benelux BV	Amyris, Inc.	First Amendment to Material Transfer Agreement	5/12/2015	$0.00
CRB Benelux BV	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/6/2015	$0.00
Creative Drive US LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Creative Media Marketing, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Creative Sales and Marketing	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
Creature	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2013	$0.00
Credit Suisse Securities (USA) LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2015	$0.00
CreditRiskMonitor.com, Inc.	Amyris, Inc.	Trade Accounts Receivable Confidentiality Agreement	4/4/2012	$0.00
Croda Europe Limited	Amyris, Inc.	Squalene Purchase Agreement and Exclusive License Agreement	5/18/2023	$0.00
Croda Europe Limited	Amyris, Inc.	Confidentiality Agreement	3/1/2016	$0.00
Croda Europe Limited; GlaxoSmithKline Biologicals SA	Amyris, Inc.	Confidential Disclosure Agreement	7/3/2023	$0.00
Croda Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2012	$0.00
CROLL REYNOLDS LLC; The Clean Air Group	Amyris, Inc.	Confidential Disclosure Agreement	4/5/2011	$0.00
Crybaby Productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
CSR Cosmetic Solutions INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2020	$0.00
CTL Packaging USA	Amyris, Inc.	Confidential Disclosure Agreement	3/8/2019	$0.00
CULVER CAPITAL GROUP, INC,	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/8/2010	$0.00
CURRENT LIFESTYLE MARKETING	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2014	$0.00
Curtis Poulos	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
Custom Analytics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2021	$0.00
Custom Analytics LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2019	$0.00
Custom Equipment Solutions Southeast, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00
Custom Essence Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2011	$0.00
Cvlt Studios, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2022	$0.00
Cyclo Industries, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2017	$0.00
Cymer, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2015	$0.00
DAG Ventures	Amyris, Inc.	Confidential Disclosure Agreement	1/31/2012	$0.00
Damico	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Damon Burk	Amyris, Inc.	Nondisclosure Agreement	2/13/2011	$0.00
Dan Clements	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/3/2018	$0.00
Dan McAdam	Amyris, Inc.	Nondisclosure Agreement	10/1/2010	$0.00
Dan Wallner	Amyris, Inc.	Nondisclosure Agreement	3/14/2011	$0.00
Danae Lucas	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2013	$0.00
DanChem	Amyris, Inc.	Purchase Agreement	7/11/2018	$0.00
DanChem	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/24/2021	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Exhibit B	12/28/2015	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	1/24/2017	$0.00
DanChem Technologies, Inc.	Amyris, Inc.	Confidentiality Agreement	12/9/2015	$0.00
Daniel Hollis	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Daniel J. Kvltek	Amyris, Inc.	Confidential Disclosure Agreement	5/14/2012	$0.00
Danielle Tullman-Ercek	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2013	$0.00
Danisco US Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2020	$0.00
Danisco US Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/20/2015	$0.00
DANONE US, LLC	Amyris, Inc.	Confidentiality Agreement	12/2/2020	$0.00
Daptiv Solutions llc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2013	$0.00
Darktrace Holdings Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2022	$0.00
Dash Hudson Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/25/2022	$0.00
David Benjamin	Amyris, Inc.	Nondisclosure Agreement	8/8/2011	$0.00
David Botstein	Amyris, Inc.	Nondisclosure Agreement	12/15/2011	$0.00
David Dunning	Amyris, Inc.	Non-Disclosure Agreement	6/6/2010	$0.00
David Gray	Amyris, Inc.	Nondisclosure Agreement	9/22/2010	$0.00
David Gray	Amyris, Inc.	Nondisclosure Agreement	9/2/2010	$0.00
David Humbird	Amyris, Inc.	Nondisclosure Agreement	3/17/2010	$0.00
David Hustgen	Amyris, Inc.	Nondisclosure Agreement	3/5/2010	$0.00
David Kalez	Amyris, Inc.	Nondisclosure Agreement	2/3/2011	$0.00
David Little	Amyris, Inc.	Nondisclosure Agreement	6/6/2011	$0.00
David Tourigny	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2023	$0.00
David Wheeler	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
David Wilson	Amyris, Inc.	Nondisclosure Agreement	9/7/2011	$0.00
Dawn Thomspson, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2015	$0.00
DBO ENGENHARIA LTDA; SAO MARTINHO S.A.; USINA BOA VISTA S.A.; USINA SAO MARTINHO S.A.	Amyris, Inc.	Agreement for Confidentiality		$0.00
De Smet S.A Engineers & Contractors	Amyris, Inc.	Confidential Disclosure Agreement	1/28/2014	$0.00
Debjani Ghoshal	Amyris, Inc.	Nondisclosure Agreement	6/8/2010	$0.00
Deborah Sato Wong	Amyris, Inc.	Nondisclosure Agreement	11/11/2010	$0.00
Debra Thompson	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
Defense Advanced Research Projects Agency	Amyris, Inc.	Modification to Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement	4/4/2013	$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY	Amyris, Inc.	Technology Investment Agreement		$0.00
DEG - Deutsche Investitions- und; Entwicklungsgesellschaft mbH	Amyris, Inc.	LMA Confidentiality Letter	7/4/2012	$0.00
Dehua Zhao	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Delfin Group USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Delft Advanced Biofuels B.V.; Delft University of Technology	Amyris, Inc.	Non-Disclosure and Evaluation Agreement	7/2/2015	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	10/31/2013	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	3/20/2012	$0.00
Delft University of Technology	Amyris, Inc.	Non Disclosure Agreement	12/14/2010	$0.00
Delft University of Technology	Amyris, Inc.	Confidential Disclosure Agreement	10/13/2010	$0.00
Denise Brodey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2022	$0.00
Denise Giang	Amyris, Inc.	Nondisclosure Agreement	6/3/2010	$0.00
Dennis Adkesson	Amyris, Inc.	Nondisclosure Agreement	8/16/2010	$0.00
Denver Health and Hospital Authority	Amyris, Inc.	Confidentiality/Non-Disclosure Agreement	4/22/2015	$0.00
Desmet Ballestra North America, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
Destination Maternity Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2019	$0.00
Deutsche Lufthansa AG	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/25/2013	$0.00
Devereux Specialties, LLC	Amyris, Inc.	Material Transfer Agreement	2/29/2012	$0.00
Devries Global	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Dewayne Bowlin	Amyris, Inc.	Nondisclosure Agreement	3/2/2011	$0.00
DGA CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2021	$0.00
DHAP Digital, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/9/2014	$0.00
Dhinakar S. Kompala	Amyris, Inc.	Nondisclosure Agreement	9/28/2011	$0.00
Diamond Wipes International, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Diana Herrera	Amyris, Inc.	Nondisclosure Agreement	4/11/2011	$0.00
Diana Lee	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
Dionex Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2010	$0.00
Distribution Management	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2022	$0.00
Dixie Chemical Company, Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	11/1/2013	$0.00
DIXIE CHEMICAL COMPANY, INC.	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2012	$0.00
DIXIE CHEMICAL COMPANY, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/12/2010	$0.00
DKSH International Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2015	$0.00
DLH Bowles	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
DMC LIMITED.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/9/2015	$0.00
DNA2.0, Inc.	Amyris, Inc.	Confidentiality Agreement	4/22/2010	$0.00
DOBLE ENGINEERING COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	4/10/2011	$0.00
DocuSign, Inc.	Amyris, Inc.	Order Form	8/1/2021	$0.00
DocuSmart Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/23/2022	$0.00
Dollar Shave Club, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	12/6/2021	$0.00
Dome Construction Corp; Independent Project Analysis, Inc.	Amyris, Inc.	Exhibit A Third Party Confidentiality Agreement	4/1/2010	$0.00
Dominic Lim	Amyris, Inc.	Nondisclosure Agreement	9/16/2010	$0.00
Domo, Inc.	Amyris, Inc.	Domo, Inc. Mutual Nondisclosure Agreement	2/5/2019	$0.00
Don Ballard	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Don Benoit	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2011	$0.00
Donald J Misumi	Amyris, Inc.	Nondisclosure Agreement		$0.00
Doris Choi	Amyris, Inc.	Indemnity Agreement		$0.00
Dottikon ES America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2018	$0.00
DOTTIKON EXCLUSIVE SYNTHESIS AG.	Amyris, Inc.	Confidential Disclosure Agreement	2/4/2011	$0.00
Douglas Koshland	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2011	$0.00
Dow AgroSciences LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2019	$0.00
Dow Chemical Company	Amyris, Inc.	Confidentiality Agreement	4/9/2012	$0.00
DP Print Services Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/16/2021	$0.00
Dr. Brad Gibson	Amyris, Inc.	Confidential Disclosure Agreement	2/8/2013	$0.00
Dr. Bruce Novak	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2010	$0.00
Dr. Elibio Rech	Amyris, Inc.	Confidential Disclosure Agreement	12/10/2010	$0.00
Dr. Ellen Yeh	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/29/2010	$0.00
Dr. Greg Cost	Amyris, Inc.	Confidential Disclosure Agreement	3/17/2011	$0.00
DR. JENS SCHRADER	Amyris, Inc.	Confidential Disclosure Agreement	7/26/2010	$0.00
Dr. Kurt Thorn	Amyris, Inc.	Confidential Disclosure Agreement	5/19/2011	$0.00
Dr. Maria Ines Tiraboschi Ferro	Amyris, Inc.	Nondisclosure Agreement	1/31/2011	$0.00
Dr. Nina Botto	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/28/2021	$0.00
Dr. Rachel Brem	Amyris, Inc.	Confidential Disclosure Agreement	2/10/2011	$0.00
Dr. Randy Schekman	Amyris, Inc.	Speaker Agreement	1/6/2014	$0.00
Dr. Roland Lill	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Dr. Sergio Vieira	Amyris, Inc.	Confidential Disclosure Agreement	8/16/2017	$0.00
Dr. Vassily Hatzimanikatis	Amyris, Inc.	Second Amendment to Confidential Disclosure Agreement	9/4/2014	$0.00
Dr. Vassily Hatzimanikatis	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	6/1/2014	$0.00
DR. VASSILY HATZIMANIKATIS	Amyris, Inc.	Confidential Disclosure Agreement	9/17/2012	$0.00
Draths Corporation	Amyris, Inc.	Mutual Nondisclosure Agreement	5/9/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
DSK BIOPHARMA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/18/2020	$0.00
~~DSM Bio-based Products & Services B.V.~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~3/27/2017~~	~~$0.00~~
~~DSM Food Specialties B.V.~~	~~Amyris, Inc.~~	~~Mutual Confidentiality Agreement~~	~~9/1/2017~~	~~$0.00~~
~~DSM International B.V.~~	~~Amyris, Inc.~~	~~Material Transfer and Confidentiality Agreement~~	~~6/1/2018~~	~~$0.00~~
~~DSM IP Assets B.V. and DSM Food Specialties B.V.~~	~~R&D~~	~~L-62 License Agreement~~	~~5/15/2023~~	~~$0.00~~
~~DSM Nutritional Product Ltd.~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~11/30/2016~~	~~$0.00~~
~~DSM Nutritional Product Ltd.~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~1/21/2015~~	~~$0.00~~
~~DSM Nutritional Products AG~~	~~Amyris, Inc.~~	~~Confidentiality Agreement~~	~~11/1/2018~~	~~$0.00~~
~~DSM Nutritional Products Ltd~~	~~Amyris, Inc.~~	~~Amendment to the Mutual Confidential Disclosure Agreement Dated 9 March 2017~~	~~3/9/2017~~	~~$0.00~~
~~DSM Nutritional Products Ltd; Mead Johnson & Company, LLC~~	~~Amyris, Inc.~~	~~Confidentiality Agreement~~	~~10/12/2017~~	~~$0.00~~
~~DSM Nutritional Products, LLC~~	~~Amyris, Inc.~~	~~Non-Disclosure Agreement~~	~~2/24/2022~~	~~$0.00~~
~~DSM Nutritional Products, LLC~~	~~Amyris, Inc.~~	~~Confidentiality Agreement~~	~~10/22/2020~~	~~$0.00~~
~~DSM PTG, INC.~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~7/28/2010~~	~~$0.00~~
DSM Finance B.V.	Amyris, Inc.	Secured Promissory Note	5/7/2024	$0.00
DSM Finance B.V.	Amyris, Inc.	Amended and Restated Pledge Agreement	5/7/2024	$0.00
DSM IP Assets B.V., DSM Food Specialties B.V.	Amyris, Inc.	License Agreement	5/15/2023	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	HMO License Agreement, dated September 29, 2017, as amended by Amendment No. 1	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Amended and Restated License Agreement	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Farnesene License Agreement, dated September 30, 2021, as amended by Amendment No. 1	5/7/2024	$0.00
DSM Nutritional Products Ltd.	Amyris, Inc.	Farnesene License Agreement, dated November 14, 2017, as amended by Amendment No. 1, on December 18, 2020, and Amendment No. 2	5/7/2024	$0.00
DSM Nutritional Products Ltd.,Firmenich SA	Amyris, Inc.	Amended and Restated Release Protocols Agreement	5/7/2024	$0.00
DSM Nutritional Products Ltd., Firmenich SA	Amyris, Inc.	Amended and Restated Supply Agreement	5/7/2024	$0.00
DSM Productos Nutricionais Brasil S.A.	Amyris, Inc.	Amended and Restated Farnesene Supply Agreement	5/7/2024	$0.00
DUALFORM STUDIO	Amyris, Inc.	Confidential Disclosure Agreement	8/25/2014	$0.00
Durham Capital Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2016	$0.00
DYNAMICS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2011	$0.00
Dynasol Elastomeros, S.A. de C.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2014	$0.00
Eastman Kodak Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/16/2016	$0.00
Ecamricert srl	Amyris, Inc.	Material Transfer Agreement	7/29/2022	$0.00
ECOCERT GREENLIFE	Amyris, Inc.	Confidentiality Agreement		$0.00
Ecolab	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2012	$0.00
Ecolab USA Inc.	Amyris, Inc.	Confidentiality Agreement	5/8/2012	$0.00
Ecolab, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/5/2014	$0.00
Ecole Superieure de Chimie et Physique Industrielles de la Ville de Paris	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2018	$0.00
EcoPlum	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2022	$0.00
EcoSynth NV	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Edeniq	Amyris, Inc.	Material Transfer and Valuation Agreement	12/19/2012	$0.00
Edeniq, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2012	$0.00
Edge Retail Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2020	$0.00
Edrick Wong	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Edris Afghanzada	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Eduardo Baralt	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Edward Hsiao	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Efficient Collaborative Retail Marketing Co LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/5/2022	$0.00
Ei LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2014	$0.00
Eka Chemicals Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/7/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Elbow River Marketing, LLP	Amyris Fuels, LLC	Mutual Confidential Disclosure Agreement	5/20/2012	$0.00
Elcan Industries	Amyris, Inc.	Services Agreement	5/17/2017	$0.00
Elcan Industries	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2017	$0.00
Elcan Industries, Inc.	Amyris, Inc.	Amendment No. 1 to Services Agreement	6/1/2020	$0.00
ELCOS AMERICA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/7/2022	$0.00
Electrosynthesis Company, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	10/25/2011	$0.00
Elegen Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/14/2022	$0.00
Element Food Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/4/2021	$0.00
Element Packaging LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2019	$0.00
ELEMENTAL MiCORONALYSIS LTD.	Amyris, Inc.	Confidential Disclosure Agreement	12/1/2011	$0.00
Eleven, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	10/17/2014	$0.00
ELICITYL S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2020	$0.00
Elisse Gabriel	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2019	$0.00
Elizabeth Exter	Amyris, Inc.	Nondisclosure Agreement	7/19/2011	$0.00
Elizabeth Kazda	Amyris, Inc.	Nondisclosure Agreement	3/23/2012	$0.00
Ellen Maldonado	Amyris, Inc.	Nondisclosure Agreement	2/15/2010	$0.00
EMD Millipore Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/27/2021	$0.00
EMD Millipore Corporation	Amyris, Inc.	Mutual Confidentiality Agreement	1/2/2013	$0.00
Emery Pharma	Amyris, Inc.	Amendment No. 1 to Confidential Disclosure Agreement	5/2/2018	$0.00
Emery Pharma	Amyris, Inc.	Confidential Disclosure Agreement	11/3/2017	$0.00
EMERYSTATION TRIANGLE, LLC	Amyris, Inc.	Certain Lease dated April 25, 2008, as amended from time to time including as amended by Fifth Amendment (5850 Hollist St, Emeryville, CA)	12/28/2023	$274,814.01
Emeryville Pharmaceutical Services	Amyris, Inc.	Services Agreement	9/13/2013	$0.00
Emeryville Pharmaceutical Services	Amyris, Inc.	Amendment #1 to Service Agreement	8/21/2014	$0.00
Emily Coker	Amyris, Inc.	Nondisclosure Agreement	10/13/2010	$0.00
Empirical Labs, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
Enakshi Singh	Amyris, Inc.	Nondisclosure Agreement	8/18/2011	$0.00
Endre Kallai	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Endurance Risk Solutions Assurance Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Enduro Genetics ApS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2022	$0.00
Engineering Biology Research Consortium	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/15/2020	$0.00
ENLASO Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2020	$0.00
Enterprise Automation	Amyris, Inc.	Confidential Disclosure Agreement	4/11/2012	$0.00
Environmental Fluids, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2020	$0.00
Environmental Packaging International Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2019	$0.00
Environmental Resources Management	Amyris, Inc.	Confidential Disclosure Agreement	12/24/2011	$0.00
Environmental Working Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2021	$0.00
EnviTreat, L.L.C.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/25/2012	$0.00
EnzBond Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2017	$0.00
Eppendorf North America, Inc.	Amyris, Inc.	Quotation-No: Q23000387732	3/1/2023	$0.00
Equality Translation Services, Inc.	Amyris, Inc.	Services Agreement	12/21/2012	$0.00
ERAN PICHERSKY, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2012	$0.00
Eric Freedman	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/17/2022	$0.00
Eric Hoefstetter	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Eric Strait	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Ericson Marino	Amyris, Inc.	Confidential Disclosure Agreement	7/1/2014	$0.00
Erik Freer	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Erik Mazmanian	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
ERNEST ORLANDO LAWRENCE BERKELLY NATIONAL LABORATORY	Amyris, Inc.	Non-Disclosure Agreement	7/9/2014	$0.00
ERS GENOMICS LIMITED	Amyris, Inc.	License Agreement	6/7/2021	$50,000.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
ERS Genomics Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/21/2020	$0.00
ES East, LLC	Amyris, Inc.	Certain Lease dated August 22, 2007, as amended from time to time including as amended by Eighth Amendment (5885 Hollist St, Emeryville, CA)	12/28/2023	$1,234,520.43
Essential Ingredients, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/10/2020	$0.00
Estee Lauder Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/25/2011	$0.00
Eugene Antipov	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Eurofins Lancaster Laboratories, Inc. Eurofins Advantar Laboratories, Inc. Eurofins BioPharma Product Testing Columbia, Inc. Eurofins BioPharma Product Testing Toronto, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Eurofins Nutrition Analysis Center	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/15/2017	$0.00
Eurofins Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2021	$0.00
Eurofins, Scientific Inc.	Amyris, Inc.	Quotation Number: Vky320180139-04	7/27/2018	$0.00
Euzonfins Biodiagnostics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2016	$0.00
Evangeline Peterson	Amyris, Inc.	Nondisclosure Agreement	4/22/2011	$0.00
EVE Partners LP	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
~~Evea – Evaluation et Accompagnement; Givaudan International SA~~	~~Amyris, Inc.~~	~~Confidentiality Agreement~~	~~10/3/2023~~	~~$0.00~~
~~Evea; Givaudan~~	~~Amyris, Inc.~~	~~Amyris Givaudan Evea Confidentiality Agreement~~	~~6/1/2023~~	~~$0.00~~
Everett Graphics	Amyris, Inc.	Confidential Disclosure Agreement	1/29/2019	$0.00
Eviagenics, S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2012	$0.00
Evolva, Inc.	Amyris, Inc.	Asset Purchase Agreement	10/8/2015	$0.00
EVOLVE BIOSYSTEMS, INC.; MEAD JOHNSON NUTRITION, LLC.	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	11/1/2018	$0.00
Evonik Corporation	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/26/2022	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No.3 to Mutual Confidential Disclosure Agreement	3/3/2021	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	9/20/2019	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	9/20/2019	$0.00
Evonik Corporation	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	9/6/2019	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2021	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2020	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/14/2020	$0.00
Evonik Corporation	Amyris, Inc.	First Restated and Amended Mutual Confidential Disclosure Agreement	1/20/2020	$0.00
Evonik Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2019	$0.00
Evonik Degussa Corporation	Amyris, Inc.	Confidential Disclosure Agreement	8/3/2011	$0.00
Evonik Degussa GmbH	Amyris, Inc.	Confidential Disclosure Agreement	10/28/2010	$0.00
Evozyne, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2021	$0.00
EW Biotech GmbH	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	5/21/2020	$0.00
EW Biotech GmbH	Amyris, Inc.	Material Transfer and Confidentiality. Agreement	6/10/2019	$0.00
EW Nutrition GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2019	$0.00
Exact Media Network Inc.	Amyris, Inc.	Reciprocal Confidentiality Agreement	3/25/2015	$0.00
EXOVA, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2011	$0.00
Expeditors International of Washington, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/9/2010	$0.00
Expense Reduction Analysts, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2017	$0.00
Express Tubes- a Custom Manufacturing Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2023	$0.00
Eyal Research Consultant	Amyris, Inc.	Confidential Disclosure Agreement	7/12/2012	$0.00
F. Hoffmann-La Roche Ltd	Amyris, Inc.	Confidentiality Agreement	4/2/2015	$0.00
FabricNano Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2021	$0.00
Family Media Holdings LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2019	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Far Eastern New Century Corporation	Amyris, Inc.	Multi-Party Confidential Disclosure Agreement	11/1/2011	$0.00
Farallon Capital Management, L.L.C.; FKG Capital-Gestao de Recursos Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2012	$0.00
Fausto Gotaire	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/4/2022	$0.00
FBR Capital Markets & Co.	Amyris, Inc.	Confidential Disclosure Agreement	2/1/2016	$0.00
Federal Insurance Company	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	8/2/2019	$0.00
FEDEX CORPORATE SERVICES, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/23/2011	$0.00
FEDEX FREIGHT SYSTEM, INC.	Amyris, Inc.	Mutual Non-Disclosure and Product Evaluation Agreement	3/16/2010	$0.00
FedEx Trade Networks Transport & Brokerage, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/1/2010	$0.00
Felipe Baratho Beato	Amyris, Inc.	Promise Contract for Employment Contrato Promessa DE Contrato DE	6/12/2020	$0.00
Fellows of Harvard College	Amyris, Inc.	Standard Plasmid Transfer Agreement	6/4/2018	$0.00
FermCo Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2018	$0.00
Fermic S.A. DE C.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2015	$0.00
Fernando Martins de Mello	Amyris, Inc.	Nondisclosure Agreement	10/25/2010	$0.00
Fernando Martins de Mello	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
Feve Chocolates LLC	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/30/2018	$0.00
Fidelity Workplace Services LLC	Amyris, Inc.	Amendment to the Service Agreement Regarding Amyris, Inc. 401(K) Plan	2/22/2022	$0.00
Financial Strategies Consulting Group, LLC	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2011	$0.00
Finesse Solutions, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2015	$0.00
Firework	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2022	$0.00
~~Firmenich Incorporated~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~9/29/2014~~	~~$0.00~~
~~Firmenich SA~~	~~Amyris, Inc.~~	~~First Amendment to Mutual Confidential Disclosure Agreement~~	~~11/27/2012~~	~~$0.00~~
~~Firmenich SA~~	~~Amyris, Inc.~~	~~Bilateral Confidentiality Agreement~~	~~7/24/2020~~	~~$0.00~~
~~Firmenich SA~~	~~Amyris, Inc.~~	~~Confidentiality Agreement~~	~~3/23/2020~~	~~$0.00~~
~~Firmenich SA~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~9/9/2019~~	~~$0.00~~
~~FIRMENICH SA~~	~~Amyris, Inc.~~	~~Amyris, Inc. and Firmenich S.A. Mutual Confidential Disclosure Agreement~~	~~5/10/2011~~	~~$0.00~~
~~FIRMENICH SA~~	~~Amyris, Inc.~~	~~Addendum #3~~	~~7/26/2010~~	~~$0.00~~
~~FIRMENICH SA~~	~~Amyris, Inc.~~	~~Addendum #2~~	~~6/25/2009~~	~~$0.00~~
~~FIRMENICH SA~~	~~Amyris, Inc.~~	~~Bilateral Confidentiality Agreement~~	~~4/26/2007~~	~~$0.00~~
~~Firmenich SA; Ingredion Incorporated~~	~~Amyris, Inc.~~	~~Multilateral Confidentiality Agreement~~	~~1/10/2022~~	~~$0.00~~
~~Firmenich SA; SciSafe Inc.~~	~~Amyris, Inc.~~	~~Escrow Agreement~~	~~8/22/2013~~	~~$0.00~~
~~Firmenich SA; SciSafe Inc.~~	~~Amyris, Inc.~~	~~Amendment #1 to the Escrow Agreement~~	~~12/23/2016~~	~~$0.00~~
Firmenich SA	Amyris, Inc.	Amended and Restated Collaboration Agreement	5/7/2024	$0.00
Firmenich SA, DSM Nutritional Products Ltd., and SciSafe Inc.	Amyris, Inc.	Amended and Restated Escrow Agreement	5/7/2024	$0.00
First Digital	Amyris, Inc.	Service Order Agreement	9/12/2023	$0.00
First National Capital Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/2/2012	$0.00
Fisher Scientific Company L.L.C.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/27/2021	$0.00
Fisher Scientific Company L.L.C.	Amyris, Inc.	Biocom Pricing Confidentiality Agreement	6/16/2016	$0.00
Fivetran Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Flavia N. Campbell	Amyris, Inc.	Nondisclosure Agreement	2/3/2011	$0.00
FLG Partners, LLC	Amyris, Inc.	Confidential Mutual Nondisclosure Agreement	4/12/2019	$0.00
FLO Partners Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2021	$0.00
Florachem Corp	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/12/2018	$0.00
Florida Chemical Supply, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2016	$0.00
Florida Crystals Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2017	$0.00
Flottweg Separation Technology, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2018	$0.00
FOCUS SCIENTIFIC FACILITIES, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/30/2020	$0.00
Folio3 Software Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/27/2020	$0.00
FOODLINER INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Fortis Industries USA Trading INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2022	$0.00
Fortis Industries USA Trading INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2022	$0.00
Fortmix Comércio de Concreto Ltda	Amyris, Inc.	Confidentiality Agreement	6/26/2017	$0.00
FRANCESCA BATTISTA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2021	$0.00
Frank Kung	Amyris, Inc.	Indemnity Agreement		$0.00
Frank Reps	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2021	$0.00
Frank Rivera	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2022	$0.00
Frederic Pignault	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2021	$0.00
FREE RADICAL TECHNOLOGY	Amyris, Inc.	Confidential Disclosure Agreement	4/18/2011	$0.00
Freedom Specialty Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Freedom Specialty Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Freesense Aps	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2021	$0.00
Freeslate, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/3/2010	$0.00
Frenchie Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2020	$0.00
FREY+LAU GmbH	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
Fridays Films	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Frontier Communications of America, Inc.	Amyris, Inc.	Frontier Services Agreement	3/10/2022	$0.00
Frulact S.A.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
Fuchs Europe Schmierstoffe	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2011	$0.00
FUJIFILM Hunt Chemicals U.S.A., Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2015	$0.00
Fuller Industries, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/4/2014	$0.00
Fusion Packaging I, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2020	$0.00
G.S. Cosmeceutical USA Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	9/9/2014	$0.00
Gail Zauder	Amyris, Inc.	Confidential Disclosure Agreement	1/24/2022	$0.00
Galbraith Laboratories, Inc. Cascade Chemistry	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	8/25/2021	$0.00
Gallery Media Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2022	$0.00
GameChanger Products, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2019	$0.00
Gary Doyle	Amyris, Inc.	Nondisclosure Agreement	2/9/2012	$0.00
Gary Loeb	Amyris, Inc.	Nondisclosure Agreement	3/3/2011	$0.00
Gary Piermattei	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
GARY PISANO	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2012	$0.00
Gates Ventures LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/1/2011	$0.00
Gattefosse Holding	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/10/2012	$0.00
Gavilon, LLC	Amyris, Inc.	Mutual Confidentiality Agreement	11/16/2011	$0.00
Gayle F. Semrad	Amyris, Inc.	Nondisclosure Agreement	11/24/2010	$0.00
GE Corporate Financial Services, Inc.	Amyris, Inc.	Re: Confidentiality Letter	11/17/2011	$0.00
GE Healthcare	Amyris, Inc.	Non-Disclosure Agreement	12/22/2018	$0.00
GEA Mechanical Equipment US	Amyris, Inc.	Re: Rental Agreement Between Gea Mechanical Equipment Us, and Amyris	4/28/2021	$3,948.91
GEA PROCESS ENGINEERING, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2011	$0.00
Gelest, Inc.	Amyris, Inc.	Services Agreement	4/12/2012	$0.00
Geltor, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/18/2022	$0.00
GEN9, INC.	Amyris, Inc.	Mutual Nondisclosure Agreement	8/21/2013	$0.00
GEN9, INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/26/2011	$0.00
GeneFerm Biotechnology Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2017	$0.00
Genemarkers, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/10/2020	$0.00
Genemarkers,LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2021	$0.00
GENEWIZ, Inc.	Amyris, Inc.	Confidentiality Agreement	2/13/2012	$0.00
Genome Compiler Corporation	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	8/30/2014	$0.00
Genome Compiler Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2013	$0.00
Genoskin Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2021	$0.00
GEODIS WILSON USA, INC	Amyris, Inc.	Confidential Disclosure Agreement	5/10/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Geoff Duyk	Amyris, Inc.	Confidential Disclosure Agreement	4/26/2012	$0.00
Geoffrey Duyk	Amyris, Inc.	Indemnity Agreement		$0.00
Gerstel, Inc.	Amyris, Inc.	Non-disclosure Agreement	3/27/2013	$0.00
GERSTEL, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Get Fabric, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/22/2022	$0.00
Getahun Hailu	Amyris, Inc.	Nondisclosure Agreement	6/16/2010	$0.00
GFA Systems North America LLC	Amyris, Inc.	Confidentiality Agreement	2/18/2020	$0.00
Gina Kohler	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/23/2021	$0.00
Gingko Bioworks, Inc.	Amyris, Inc.	Confidentiality Agreement	12/12/2016	$0.00
Ginkgo Bioworks	Amyris, Inc.	Amendment to May 11, 2016 Mutual Confidential Disclosure Agreement	6/15/2016	$0.00
Ginkgo Bioworks	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/11/2016	$0.00
GINKGO BIOWORKS, INC.	Amyris, Inc.	Partnership Agreement	10/20/2017	$0.00
GitLab Inc.	Amyris, Inc.	Renewal Order Form	12/31/2022	$0.00
~~Givaudan Fragrances Corporation~~	~~Amyris, Inc.~~	~~Mutual Confidentiality Agreement~~	~~3/29/2022~~	~~$0.00~~
~~Givaudan Schweiz AG~~	~~Amyris, Inc.~~	~~Amendment to Mutual Confidential Disclosure Agreement~~	~~11/30/2011~~	~~$0.00~~
~~Givaudan Schweiz AG~~	~~Amyris, Inc.~~	~~Mutual Confidential Disclosure Agreement~~	~~11/10/2015~~	~~$0.00~~
~~GIVAUDAN SCHWEIZ AG~~	~~Amyris, Inc.~~	~~Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement~~	~~12/7/2009~~	~~$0.00~~
Givaudan International SA.	Amyris, Inc.	Second Amended and Restated Collaboration Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Amended and Restated Framework Supply Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Right of First Offer Agreement	5/7/2024	$0.00
Givaudan International SA.	Amyris, Inc.	Confidentiality Agreement	8/14/2020	$0.00
Givaudan International SA.	Amyris, Inc.	Confidentiality Agreement	6/20/2018	$0.00
Givaudan International SA.	Amyris, Inc.	Common Interest Agreement	9/7/2016	$0.00
Givaudan International SA., and SciSafe Inc.	Amyris, Inc.	Amended and Restated Strain Escrow Agreement	5/7/2024	$0.00
Givaudan International SA., Evea – Evaluation et Accompagnement	Amyris, Inc.	Confidentiality Agreement	9/19/2023	$0.00
Givaudan SA.	Amyris, Inc., Aprinnova, LLC	Amended and Restated License Agreement	5/7/2024	$0.00
GLAXOSMITHKLINE Biologicals S.A / N.V	Amyris, Inc.	Amendment Agreement 01	9/2/2021	$0.00
GLAXOSMITHKLINE Biologicals S.A/N.V	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/13/2020	$0.00
GlaxoSmithKline Biologicals SA	Amyris, Inc.	Material Transfer Agreement (The “Agreement”)	3/4/2022	$0.00
GlaxoSmithKline Biologicals SA	Amyris, Inc.	Extension of Material Transfer Agreement of March 4Th, 2022 and Sharing of Amyris Data With Eqdm	3/15/2023	$0.00
GLOBAL BIOENERGIES S.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2011	$0.00
Global -e US Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
Global Life Sciences Solutions USA LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2021	$0.00
Global Mail, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2018	$0.00
GLYCOTECH, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/2/2010	$0.00
GOJO Industries, Inc	Amyris, Inc.	Amendment 1 to Material Transfer and Confidentiality Agreement	4/15/2015	$0.00
GOJO Industries, Inc.	Amyris, Inc.	Confidential Nondisclosure Agreement	5/13/2014	$0.00
GOJO Industries, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/13/2014	$0.00
Golden Arrow Technology America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2020	$0.00
Goldfish Social Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2022	$0.00
GOLDMAN, SACHS & CO.	Amyris, Inc.	Confidentiality Agreement	12/6/2012	$0.00
Goldman, Sachs & Co.	Amyris, Inc.	Confidentiality Agreement	4/9/2007	$0.00
Goncalo Guimaraes Pereira	Amyris, Inc.	Nondisclosure Agreement	6/22/2010	$0.00
Good Housekeeping	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/19/2022	$0.00
Google Inc.	Amyris, Inc.	Non-Disclosure Agreement	6/17/2015	$0.00
Google LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2022	$0.00
Google LLC	Amyris, Inc.	Google Non-Disclosure Agreement	1/16/2020	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Google LLC	Amyris, Inc.	Google Cloud Agreement		$0.00
Goop Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/8/2022	$0.00
Goop, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/12/2020	$0.00
Gopinathan Menon	Amyris, Inc.	Confidential Disclosure Agreement	1/11/2022	$0.00
Graham Cooper	Amyris, Inc.	Non-Disclosure Agreement	11/23/2011	$0.00
Granite Packaging	Amyris, Inc.	Mutual Confidentiality Agreement	12/1/2015	$0.00
Graver Technologies LLC	Amyris, Inc.	Confidential Disclosure Agreement	6/27/2017	$0.00
Green Biologics Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2019	$0.00
Green Biologics, Inc.	Amyris, Inc.	Green Biologics, Inc. Mutual Confidentiality, Non-Disclosure and Ownership Agreement	4/19/2016	$0.00
GREENFRESH INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2023	$0.00
Greenhaus Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2020	$0.00
Greenhill & Co., LLC	Amyris, Inc.	Letter	5/8/2015	$0.00
Greenwood Brands, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/24/2021	$0.00
Gregory Owen	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Gretchen W. Harnick	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/27/2021	$0.00
GRIN Technologies, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	5/11/2020	$0.00
GRO.com LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/28/2022	$0.00
Groendyke Transport Inc	Amyris, Inc.	Confidential Disclosure Agreement	5/17/2011	$0.00
Grove LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
GRSA CONSULTANTS AND ENGINEERS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2010	$0.00
Grzegorz Wojciechowski	Amyris, Inc.	Nondisclosure Agreement	5/11/2011	$0.00
GTC TECHNOLOGY US, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/6/2011	$0.00
GTE Consultores, SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2020	$0.00
Guangzhou LICA Biotech Co., LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2015	$0.00
Guillaume Cambray	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Gulf Bayport Chemicals L.P.; Gulf Chemical International Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2014	$0.00
Gulf Bayport Chemicals, LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/23/2011	$0.00
GW PHARMA LIMITED	Amyris, Inc.	Confidentiality Agreement	9/10/2015	$0.00
H Maxwell Joseph LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/12/2021	$0.00
H.B. Puttgen	Amyris, Inc.	Confidential Disclosure Agreement	11/28/2011	$0.00
Haejeon Jessica Lee	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/14/2022	$0.00
Halal Food Council of Europe	Amyris, Inc.	Halal Supervision Agreement	9/16/2020	$0.00
Half Helix, a Development Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2021	$0.00
Han Kieftenbeld	Amyris, Inc.	Indemnity Agreement		$0.00
Hangzhou Ehne Biotechnology Co. (Bota Bio)	Amyris, Inc.	MNDA	10/20/2023	$0.00
Hannah Hilkey	Amyris, Inc.	Nondisclosure Agreement	4/4/2011	$0.00
Hannah Hilliar Creative Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/23/2021	$0.00
Happy Farm Botanicals, Inc.	Amyris, Inc.	First Amendment to Amyris, Inc. Nondisclosure Agreement	5/6/2022	$0.00
Happy Farm Botanicals, Inc.	Amyris, Inc.	Amyris, Inc. Nondisclosure Agreement	3/24/2022	$0.00
Hapy Sweet Bee Ltd	Amyris, Inc.	Confidential Disclosure Agreement	4/10/2019	$0.00
Hard Car Security LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2019	$0.00
Hardip Kalsi	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Hardy Diagnostics	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Harlan Laboratories, Inc.	Amyris, Inc.	First Amendment Nondisclosure Agreement	1/22/2013	$0.00
Harlan Laboratories, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Haroon Rehman	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Harrison Research Laboratories, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/19/2012	$0.00
Harspring Capital Management, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/4/2018	$0.00
Haskell Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2013	$0.00
HCP Packaging Hong Kong Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
HCP Packaging Hong Kong Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2019	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Hearthside Food Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
HEARTLAND AUTOMOTIVE SERVICES, INC.	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Hecho Studios, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2019	$0.00
HEINKEL Filtering Systems, inc.	Amyris, Inc.	Testing Services Agreement	3/12/2021	$0.00
HEINKEL FILTERING SYSTEMS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2021	$0.00
Hemanth Ramesha	Amyris, Inc.	Amyrls Biotechnologies, Inc. Nondisclosure Agreement	4/8/2010	$0.00
Henkel AG	Amyris, Inc.	Confidentiality Agreement	11/26/2014	$0.00
Henkel AG	Amyris, Inc.	Confidentiality Agreement	11/26/2013	$0.00
Henkel Corporation	Amyris, Inc.	Master Confidentiality Agreement	3/26/2010	$0.00
Hercules Technology Growth Capital, Inc.	Amyris, Inc.	Confidentiality Agreement	2/28/2014	$0.00
Hercules Technology Growth Capital, Inc.	Amyris, Inc.	Confidentiality Agreement	1/11/2013	$0.00
Heurisko Gesellschaft fur Biologische Technologien mbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/24/2017	$0.00
HIGHLANDS ENVIROFUELS, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/25/2010	$0.00
HighRes Biosolutions, Inc.	Amyris, Inc.	Quote Number: 00026752	11/1/2022	$0.00
HITESH C PATEL	Amyris, Inc.	Nondisclosure Agreement	10/8/2012	$0.00
Hoffmann-La Roche Inc.	Amyris, Inc.	Non-Disclosure Agreement	10/8/2015	$0.00
Honeywell International	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/16/2013	$0.00
Hornett Bros & Co Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Hornett Bros & Co Ltd.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Hottinguer Corporate Finance	Amyris, Inc.	Non-Disclosure Agreement	5/17/2016	$0.00
House Studios LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2022	$0.00
HOW TO LIVE IT LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2021	$0.00
HOWARD HANG	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
HowGood, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2022	$0.00
Hoyer Global Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2011	$0.00
Hubbard-Hall Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/5/2015	$0.00
Hubert Chaperon	Amyris, Inc.	Nondisclosure Agreement	4/2/2010	$0.00
HudsonAlpha Institute for Biotechnology; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
HudsonAlpha Institute for Biotechnology; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	1/29/2023	$0.00
Huvepharma AD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/15/2013	$0.00
Huvepharma EOOD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2015	$0.00
Huvepharma EOOD, UIC 203631745	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Huvepharma Italia S.r. I.	Amyris, Inc.	Material Transfer Agreement	3/8/2022	$0.00
Huvepharma Italia S.r.l.	Amyris, Inc.	License Agreement		$0.00
Huverpharma EOOD, UIC 203631745	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/18/2016	$0.00
Hyasynth Biologicals Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2021	$0.00
Hydrotex Partners, Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2011	$0.00
Hyeok Hahn	Amyris, Inc.	Nondisclosure Agreement	4/1/2010	$0.00
Hyeok Hahn	Amyris, Inc.	Nondisclosure Agreement	3/8/2010	$0.00
HygraTek LLC	Amyris, Inc.	Confidential Non-Disclosure Agreement	12/29/2015	$0.00
ICF Resources, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/6/2015	$0.00
ICM, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	4/5/2013	$0.00
ICM, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/6/2011	$0.00
ICM, inc.	Amyris, Inc.	Mutual Confidentiality Agreement	6/1/2009	$0.00
IDEO LP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2021	$0.00
IDR Marketing Partners, LLC d/b/a BrandShare	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/26/2022	$0.00
Ignacio Urbelz	Amyris, Inc.	Amyris, Inc. Confidential Disclosure Agreement	9/12/2023	$0.00
Ignite Visibility	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
IHS Global Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	10/18/2011	$0.00
Illumina, Inc.	Amyris, Inc.	Confidentiality Agreement	4/9/2019	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Illumina, Inc.	Amyris, Inc.	Confidentiality Agreement	11/17/2011	$0.00
Illumio, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/12/2019	$0.00
Imperial College London	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2017	$0.00
Imperial Petroleum Recovery Corp	Amyris, Inc.	Confidentiality & Non-Circumvent Agreement	2/4/2010	$0.00
InCatT BV	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2011	$0.00
InChem Charlotte, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2019	$0.00
InChem Rock Hill, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2015	$0.00
INCON PROCESSING LLC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/25/2010	$0.00
InCon Processing, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/21/2012	$0.00
Independent Project Analysis, Inc.	Amyris, Inc.	Confidentiality Agreement	2/23/2010	$0.00
Indiana Biomass Refinery, LLC; United Power Company, LLC	Amyris, Inc.	Non-Disclosure Agreement	3/10/2014	$0.00
INDUSTRIAL TOMOGRAPHY SYSTEMS PLC	Amyris, Inc.	Confidential Disclosure Agreement	10/6/2010	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 9 to Material Transfer Agreement	12/18/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 8 to Material Transfer Agreement	7/7/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 7 to Material Transfer Agreement	5/20/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 5 to Material Transfer Agreement	8/28/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 4 to Material Transfer Agreement	5/21/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 2 to Material Transfer Agreement	2/27/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 3 to Material Transfer Agreement	2/27/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment to Material Transfer Agreement	8/30/2017	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	11/12/2019	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/21/2018	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/30/2017	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/24/2015	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/24/2015	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Confidentiality and Non-Disclosure Agreement	6/18/2020	$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 6 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 10 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 11 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Amendment No. 12 to Material Transfer Agreement		$0.00
Infectious Disease Research Institute	Amyris, Inc.	Services Agreement		$0.00
Infectious Disease Research Institute		Amendment to Services Agreement		$0.00
Influenster	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2019	$0.00
Infogroup Inc.	Amyris, Inc.	Confidentiality & Non-Disclosure Agreement	8/29/2017	$0.00
Ingenio Magdalena, Sociedad Anónima	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2022	$0.00
Ingevity Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2023	$0.00
Ingram & Company, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/26/2016	$0.00
Ingredion Incorporated	Amyris, Inc.	Limited Guaranty	6/1/2021	$0.00
INGREDION INCORPORATED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2021	$0.00
Ingredion Incorporated; PureCircle USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/28/2020	$0.00
Ingrid Keir	Amyris, Inc.	Nondisclosure Agreement	11/8/2011	$0.00
InKemia Green Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/11/2016	$0.00
Innovasource LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/23/2020	$0.00
Innovasource, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	4/7/2020	$0.00
INNOVATIVE RESOURCE MANAGEMENT	Amyris, Inc.	Purchase Order	3/18/2014	$0.00
Innovative Waste Management, Inc.	Amyris, Inc.	Services Agreement	5/15/2013	$0.00
Innovative Waste Management, Inc.	Amyris, Inc.	Amendment #2 to Service Agreement	3/14/2014	$0.00
INSCRIPTA, INC	Amyris, Inc.	Mad7™ Nuclease License Agreement	5/13/2021	$0.00
INSCRIPTA, INC	Amyris, Inc.	Mutual Confidential Disclosure and Data Processing Agreement	11/7/2021	$0.00
Inscripta, Inc.	Amyris, Inc.	Material Transfer Agreement	2/9/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Inscripta, Inc.	Amyris, Inc.	Material Transfer Agreement	5/7/2021	$0.00
Inscripta, Inc.	Amyris, Inc.	Amended and Restated Terms and Conditions Agreement	8/12/2022	$0.00
INSCRIPTA, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/4/2019	$0.00
Insilico Biotechnology AG	Amyris, Inc.	Confidentiality Agreement	5/8/2013	$0.00
Insilico Biotechnology Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2020	$0.00
INSPECTORATE AMERICA CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2011	$0.00
INSTITUTO BUTANTAN	Amyris, Inc.	Materials Transfer Agreement		$0.00
Instituto Butantan	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Integrated Engineering Services	Amyris, Inc.	Confidential Disclosure Agreement	3/27/2015	$0.00
Integrated Project Management Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/13/2017	$0.00
Intellectual Property	Amyris, Inc.	Confidentiality Agreement	6/12/2017	$0.00
Intelligen, Inc.	Amyris, Inc.	MNDA	11/16/2023	$0.00
Intelli-tech	Amyris, Inc.	Subject: Maintenance Agreement Renewal	4/1/2013	$0.00
Intergulf Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/23/2012	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/19/2020	$0.00
International Cosmetic Suppliers Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2019	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Amendment to Mutual Confidentiality Agreement	5/13/2019	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	5/14/2018	$0.00
International Flavors & Fragrances Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	3/5/2015	$0.00
Intertek	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2015	$0.00
Intertek Health Sciences Inc.	Amyris, Inc.	Proposal	8/16/2023	$6,516.25
Intertek Health Sciences Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/3/2017	$0.00
Intertek USA Inc	Amyris, Inc.	Non-Disclosure Agreement	3/12/2012	$0.00
Intertek USA, Inc.	Amyris, Inc.	Non-Disclosure Agreement	8/1/2018	$0.00
Intrigo Systems, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/18/2012	$0.00
Invaio Sciences, Inc.	Amyris, Inc.	Confidentiality Agreement	6/1/2020	$0.00
Invention Machine Corporation	Amyris, Inc.	Confidential Disclosure Agreement	8/28/2012	$0.00
Inventure Renewables, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2017	$0.00
Iogen Corporation; Novozymes Canada Limited	Amyris, Inc.	Re: Mutual Confidentiality Disclosure Agreement Between Amyris, Inc. and Iogen Corporation Effective June 7, 2010 (The "Agreement")	6/7/2010	$0.00
Iowa State University of Science and Technology	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/16/2018	$0.00
Ipca Laboratories Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/26/2016	$0.00
Ipca Laboratories Ltd.	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	9/25/2017	$0.00
Ipiranga Produtos de Petroleo SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2011	$0.00
Ira Janowitz	Amyris, Inc.	Nondisclosure Agreement	4/20/2011	$0.00
IROA Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2023	$0.00
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.	Amyris, Inc.	Secure Shredding Services Agreement	4/26/2012	$783.14
Irvine Pharmaceutical Services, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/8/2012	$0.00
ISLAMIC FOOD AND NUTRITION COUNCIL OF AMERICA	Amyris, Inc.	Halal Certification Agreement	11/1/2019	$0.00
Islamic Food and Nutrition Council of America	Amyris, Inc.	Confidential Disclosure Agreement	7/27/2017	$0.00
ITOCHU Chemicals America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/11/2017	$0.00
ITW Chemical Products Ltda.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/27/2011	$0.00
ITW Fluids NA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/9/2014	$0.00
Ivan Zamora	Amyris, Inc.	Nondisclosure Agreement		$0.00
Ivanhoe Industries, Inc.	Amyris, Inc.	Services Agreement	1/18/2012	$0.00
Ivanhoe Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/31/2019	$0.00
J and M Scholl, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2016	$0.00
J. Michael Ritzenthaler	Amyris, Inc.	Nondisclosure Agreement	3/22/2010	$0.00
J.P. MORGAN SECURITIES INC.	Amyris, Inc.	Non-Disclosure Agreement	1/8/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Jack Salazar	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Jacqueline E. Limary	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Jaemin Lee	Amyris, Inc.	Nondisclosure Agreement	7/13/2011	$0.00
James Cortese	Amyris, Inc.	Nondisclosure Agreement	2/10/2011	$0.00
James McCann	Amyris, Inc.	Indemnity Agreement		$0.00
James Young Richardson	Amyris, Inc.	Nondisclosure Agreement	11/20/2010	$0.00
Janet Martinez	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Janson Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2017	$0.00
Jared W. Wenger	Amyris, Inc.	Nondisclosure Agreement	8/2/2011	$0.00
Jared Wenger	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
Jason Voogt	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	3/17/2010	$0.00
Jason Wong	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Jayson Cragg	Amyris, Inc.	Nondisclosure Agreement	11/3/2011	$0.00
Jayson Cragg	Amyris, Inc.	Nondisclosure Agreement	5/20/2011	$0.00
JEF BOEKE	Amyris, Inc.	Confidential Disclosure Agreement	2/9/2012	$0.00
Jeff Curtis	Amyris, Inc.	Nondisclosure Agreement	12/20/2010	$0.00
Jefferies LLC	Amyris, Inc.	Confidentiality Agreement	5/11/2023	$0.00
Jefferies LLC	Amyris, Inc.	Confidentiality Agreement	9/12/2019	$0.00
Jefferson Lai	Amyris, Inc.	Nondisclosure Agreement	9/7/2010	$0.00
Jeffrey Johnson	Amyris, Inc.	Nondisclosure Agreement	7/1/2011	$0.00
Jell Pharmaceuticals PVT. LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2011	$0.00
Jenna Kaminsky	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Jenny Lee	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
JEOL USA < Inc.	Amyris, Inc.	Material Transfer Agreement	7/18/2022	$0.00
Jeremy J Venter	Amyris, Inc.	Nondisclosure Agreement	9/23/2011	$0.00
Jerry S. Zacharatos	Amyris, Inc.	Nondisclosure Agreement	9/29/2010	$0.00
JetBlue Airways Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/5/2016	$0.00
Jetsoftpro LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/25/2023	$0.00
Jewish Congregations of America, Kashruth Division	Amyris, Inc.	Agreement	10/31/2020	$0.00
Jin Ki Hong	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00
Jodi Nunnari	Amyris, Inc.	Confidential Disclosure Agreement	9/24/2013	$0.00
Joe Lee	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2022	$0.00
Joel Freedman	Amyris, Inc.	Nondisclosure Agreement	6/23/2011	$0.00
Joel Velasco	Amyris, Inc.	Confidential Disclosure Agreement	3/6/2015	$0.00
JOHANN HALTERMANN LTD	Amyris, Inc.	Confidential Disclosure Agreement	10/25/2010	$0.00
Johanna Fischmann Chorfi, Weinacht & Associates Philippe Marliere Fortune S.A.	Amyris, Inc.	Non-Disclosure Agreement	10/9/2012	$0.00
John Doerr	Amyris, Inc.	Indemnity Agreement		$0.00
John E. Abdo	Amyris, Inc.	Confidential Disclosure Agreement	5/2/2016	$0.00
John Finn	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
John Hardt	Amyris, Inc.	Nondisclosure Agreement	12/7/2010	$0.00
John Jones	Amyris, Inc.	Nondisclosure Agreement	9/12/2010	$0.00
John Klingstiver	Amyris, Inc.	Nondisclosure Agreement	2/14/2013	$0.00
John P. Castle	Amyris, Inc.	Nondisclosure Agreement	6/8/2010	$0.00
John Reyes	Amyris, Inc.	Nondisclosure Agreement	10/6/2010	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Amendment to Non-Disclosure Agreement	12/15/2010	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Amendment to Non-Disclosure Agreement	12/2/2009	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Joint Nondisclosure Agreement	7/29/2008	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2018	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Nondisclosure Agreement	8/17/2015	$0.00
Johnson Matthey Inc.	Amyris, Inc.	Joint Nondisclosure Agreement	10/4/2007	$0.00
Johnson Matthey Public Limited Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2012	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Joint Genome Institute for the U.S. Department of Energy; The Regents of the University of California	Amyris, Inc.	Material Transfer Agreement	2/6/2023	$0.00
Jolene Mattson	Amyris, Inc.	Nondisclosure Agreement	1/20/2011	$0.00
Jon Rant	Amyris, Inc.	Nondisclosure Agreement	2/1/2011	$0.00
Jon Rodriguez	Amyris, Inc.	Confidential Disclosure Agreement	3/26/2011	$0.00
Jonathan Paris	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Jordan Thaeler	Amyris, Inc.	Nondisclosure Agreement	3/29/2010	$0.00
Joseph Doolan	Amyris, Inc.	Nondisclosure Agreement	6/5/2011	$0.00
Joshua Kim	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Joshua Noble	Amyris, Inc.	Nondisclosure Agreement	9/14/2012	$0.00
Joyce Lee	Amyris, Inc.	Nondisclosure Agreement	4/26/2013	$0.00
JP Morgan Chase Bank, N.A.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2012	$0.00
J-STAR RESEARCH INC.	Amyris, Inc.	Amyris Biotechnologirs, Inc. Confidential Disclosure Agreement	2/25/2010	$0.00
Juan (Karen) Huang	Amyris, Inc.	Nondisclosure Agreement	6/11/2011	$0.00
Juan Carlos Soto	Amyris, Inc.	Nondisclosure Agreement	6/16/2011	$0.00
Juan Palacio	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2021	$0.00
Judith Denery	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Judy Cen	Amyris, Inc.	Nondisclosure Agreement	10/23/2012	$0.00
Julie Dearnley	Amyris, Inc.	Nondisclosure Agreement	5/25/2011	$0.00
Julie Washington	Amyris, Inc.	Indemnity Agreement		$0.00
Juliet Wolf	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/25/2022	$0.00
Juliette Laoyan	Amyris, Inc.	Nondisclosure Agreement	11/4/2011	$0.00
Just Media	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/9/2018	$0.00
Justin Gerke	Amyris, Inc.	Confidential Disclosure Agreement	7/15/2010	$0.00
Justin Regele	Amyris, Inc.	Nondisclosure Agreement	4/13/2010	$0.00
Justin Wedepohl	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2023	$0.00
Justin Wedepohl	Amyris, Inc.	Nondisclosure Agreement	7/21/2011	$0.00
Justuno Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/28/2022	$0.00
Kaiser Foundation Health Plan, Inc.	Amyris, Inc.	Kaiser Permanente Health Plan Contract Printing Instruction Sheet	1/1/2023	$0.00
KAISER OPTICAL SYSTEMS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/16/2011	$0.00
Kalsec, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2023	$0.00
Karen Weaver	Amyris, Inc.	Nondisclosure Agreement	3/10/2011	$0.00
Karl Fisher	Amyris, Inc.	Transfer Agreement	3/10/2014	$2,100.00
Kate Howell	Amyris, Inc.	Confidential Disclosure Agreement	8/10/2018	$0.00
Kate Melvin Design	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2022	$0.00
Katherine Cronin	Amyris, Inc.	Nondisclosure Agreement	4/21/2011	$0.00
Kathleen Hirano	Amyris, Inc.	Nondisclosure Agreement	5/20/2011	$0.00
Kathleen Monroe	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Kathryn Lee	Amyris, Inc.	Nondisclosure Agreement	3/21/2011	$0.00
Kathryn Watson	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/18/2022	$0.00
Kathy Kobayashi	Amyris, Inc.	Confidential Disclosure Agreement	11/29/2010	$0.00
Kathy Walsh	Amyris, Inc.	Nondisclosure Agreement	1/20/2011	$0.00
Kati C. Wu	Amyris, Inc.	Nondisclosure Agreement	3/16/2011	$0.00
Katie Frye	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2022	$0.00
KATZEN International, Inc.	Amyris, Inc.	Confidentiality & Non-Use Agreement	6/9/2011	$0.00
Kaufman Container, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2019	$0.00
Kavitha Sankar	Amyris, Inc.	Nondisclosure Agreement	3/5/2013	$0.00
kdm Communications Limited; Thermo Fisher Scientific Inc	Amyris, Inc.	Confidentiality Agreement	7/28/2023	$0.00
Kedar Patel	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
Kei Kitakata	Amyris, Inc.	Nondisclosure Agreement	9/9/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Keith A. Hall	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Keith Alsaker	Amyris, Inc.	Nondisclosure Agreement	9/30/2011	$0.00
Kelly Ibsen	Amyris, Inc.	Nondisclosure Agreement	9/9/2011	$0.00
Kelly Na	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2022	$0.00
Kelly Services Inc.	Amyris, Inc.	Staffing Services Agreement	5/23/2022	$0.00
Kemin	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Kemin Industries, Inc.	Amyris, Inc.	Material Transfer Agreement	5/10/2023	$0.00
Ken Goldman	Amyris, Inc.	Nondisclosure Agreement	1/12/2012	$0.00
Kenshoo, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/20/2022	$0.00
Keri Elizabeth Zook	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Kerry do Brasil, Ltda.	Amyris, Inc.	MNDA	9/15/2023	$0.00
Kevin Just	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
KFK, INC.	Amyris, Inc.	Mutual Confidential Disclosure and No-Shop Agreement	7/9/2010	$0.00
Kirt Stadler	Amyris, Inc.	Nondisclosure Agreement	2/16/2011	$0.00
Kluber Lubrication Munchen KG	Amyris, Inc.	Addendum to the Secrecy Agreement	8/2/2010	$0.00
KIVICO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/6/2012	$0.00
Kleen Test Products Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/20/2015	$0.00
KLJ Resource LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2011	$0.00
Klocke of America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2019	$0.00
KLOCKE OF AMERICA, INC.	Amyris, Inc.	Mutual Nondisclosure and Confidentiality Agreement	1/22/2015	$0.00
Kluber Lubrication Munchen KG	Amyris, Inc.	Secrecy Agreement	2/8/2010	$0.00
KM LIQUIDS TERMINALS LLC	Amyris, Inc.	Confidentiality Agreement	6/24/2011	$0.00
KMCO INC.	Amyris, Inc.	Confidential Disclosure Agreement	8/13/2010	$0.00
KMCO, L.P.	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
Knechtel, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2019	$0.00
Koch Biological Solutions, LLC	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/5/2018	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	1/15/2012	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2021	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/6/2013	$0.00
Koch Modular Process Systems, LLC	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	1/27/2010	$0.00
Koch Modular Process Systems, LLC.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	1/14/2011	$0.00
Koninklijke Nedalco B.V.	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/17/2011	$0.00
Kovarus	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/11/2018	$0.00
Kraft Heinz Foods Company	Amyris, Inc.	Non-Disclosure Agreement	5/16/2022	$0.00
Kraton Polymers LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/10/2016	$0.00
Kuehnle	Amyris, Inc.	License Agreement	3/23/2027	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	5/23/2016	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2020	$0.00
Kumho Petrochemical Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/9/2014	$0.00
Kunlun Ouyang	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Kuraray America, Inc.; Kuraray Co. LTD.	Amyris, Inc.	Amendment # 2 to Mutual Confidential Disclosure Agreement	9/12/2011	$0.00
Kuraray America, Inc.; Kuraray Co. LTD.	Amyris, Inc.	Mutual Confidential Disclsosu Re Agreement	3/17/2010	$0.00
Kuraray Co., Ltd.	Amyris, Inc.	Re: Consent to 5 Year Confidentiality Term in Pirelli Secrecy Agreement	7/21/2011	$0.00
KURARAY CO., LTD.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	9/24/2009	$0.00
KURARAY CO; Nike, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2013	$0.00
Kyle Wente	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
L.E.K. Consulting LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2023	$0.00
L'ORÉAL USA S / D, INC.	Amyris, Inc.	Exclusive Material Evaluation Agreement	6/15/2023	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
L'ORÉAL USA S/D, Inc.	Amyris, Inc.	Confidentiality Agreement	10/19/2022	$0.00
LABCYTE INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/12/2017	$0.00
Lab-Machines, Inc.	Amyris, Inc.	Estimate 35626	7/5/2023	$0.00
Lab-Machines, Inc.	Amyris, Inc.	Quote 1575		$0.00
Labstep Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2020	$0.00
Laetitia Coudray	Amyris, Inc.	Nondisclosure Agreement	9/30/2011	$0.00
Laia Huerga Valles	Amyris, Inc.	Nondisclosure Agreement	8/17/2012	$0.00
Lallemand Specialties, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/28/2016	$0.00
Lana Spencer	Amyris, Inc.	Nondisclosure Agreement	12/2/2011	$0.00
Lance Hulsey	Amyris, Inc.	Nondisclosure Agreement	7/1/2010	$0.00
LANXESS CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential. Disclosure Agreement	2/11/2010	$0.00
Lanxess Deutschland GmbH	Amyris, Inc.	Confidentiality and Material Transfer Agreement	7/15/2014	$0.00
LANXESS Deutschland GmbH	Amyris, Inc.	Confidentiality and Material Transfer Agreement Between Amyris Inc. and Lanxess Deutschland Gmbh	7/15/2014	$0.00
Lanxess Deutschland GmbH	Amyris, Inc.	Confidentiality Agreement	2/15/2012	$0.00
Lanxess, Inc.	Amyris, Inc.	Confidentiality and Material Transfer Agreement	10/10/2014	$0.00
Lares Consulting	Amyris, Inc.	Confidential Disclosure Agreement	11/7/2018	$0.00
Laserson SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/28/2013	$0.00
Lauren McDougald	Amyris, Inc.	Nondisclosure Agreement	9/27/2012	$0.00
Lauren Pickens	Amyris, Inc.	Nondisclosure Agreement	5/18/2011	$0.00
LAVVAN Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2019	$0.00
Lawrence Ha	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Laxai LifeSciences	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2017	$0.00
Lazard Asset Management LLC; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Lazard Capital Markets LLC; Lazard Freres & Co. LLC	Amyris, Inc.	Non-Disclosure Agreement	10/28/2013	$0.00
LCS Advances Solutions, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2015	$0.00
Lede Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/3/2023	$0.00
LEK Consulting	Amyris, Inc.	Amyris LEK NDA	9/20/2023	$0.00
Lesaffre International S.A.R.L.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/23/2010	$0.00
Leslie Stanton	Amyris, Inc.	Nondisclosure Agreement	5/9/2011	$0.00
Lewis Brothers Bakeries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
LG Chem Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/25/2014	$0.00
LG Chem, Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/1/2022	$0.00
Lica Enterprises Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2015	$0.00
Lieberman Research Worldwide	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/20/2020	$0.00
Life Technologies Corporation	Amyris, Inc.	Non-Disclosure Agreement	4/20/2012	$0.00
Lifetech Resources, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2019	$0.00
LIGAND PHARMACEUTICALS INCORPORATED	Amyris, Inc.	Mutual Confidentiality Agreement	5/12/2023	$0.00
Lila Cheung	Amyris, Inc.	Nondisclosure Agreement	4/8/2011	$0.00
Linden Advisors LP; Paul Hastings LLP; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Lindsay Flint	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Lindsey Oh	Amyris, Inc.	Nondisclosure Agreement	5/10/2011	$0.00
Linsay King-Miller	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2022	$0.00
Lipo Chemicals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2011	$0.00
LIQUID AGENCY	Amyris, Inc.	Confidential Disclosure Agreement	11/15/2010	$0.00
Lisa Qi	Amyris, Inc.	Indemnity Agreement		$0.00
Litmedia productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/17/2022	$0.00
Little Bear Studios	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/16/2022	$0.00
Livewith, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
LIVINGSTON INTERNATIONAL INC.	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2011	$0.00
Liza Lopez	Amyris, Inc.	Nondisclosure Agreement	11/14/2011	$0.00
Lockheed Martin Space	Amyris, Inc.	Amendment No. 1 to Lockheed Martin Space Bilateral Nondisclosure Agreement	6/22/2023	$0.00
Lockheed Martin; Sandia Corporation; The Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/17/2013	$0.00
logen Bio-Products Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/7/2010	$0.00
LOGISTICA Y SERVICIOS JANEZ, S.L,	Amyris, Inc.	Warehousing and Logistics Agreement	5/21/2019	$0.00
Logoplaste	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	9/12/2013	$0.00
Logoplaste	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/13/2012	$0.00
Logoplaste USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/11/2019	$0.00
Logos Technologies, Inc.	Amyris, Inc.	Non-Disclosure Agreement	4/6/2010	$0.00
L'Onvie Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2018	$0.00
L'Onvie Inc; Universidade Catolica Portuguesa	Amyris, Inc.	Three-Way Mutual Confidential Disclosure Agreement	5/4/2018	$0.00
Lonza Biologics Inc.	Amyris, Inc.	Confidentiality Agreement	8/10/2020	$0.00
Lonza Biologics, Inc.	Amyris, Inc.	Confidentiality Agreement	8/13/2012	$0.00
Lonza Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/13/2019	$0.00
L'Oreal USA S / D, Inc.	Amyris, Inc.	First Amendment to Confidentiality Agreement (C220407)	10/18/2022	$0.00
Lorelai Robideaux	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2021	$0.00
Loren Perelman	Amyris, Inc.	Nondisclosure Agreement	2/22/2012	$0.00
Lorna Jo Champagne	Amyris, Inc.	Nondisclosure Agreement	10/10/2011	$0.00
Los POGYVIPIMInZtAfiltileInnd COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Lotus Labels	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2020	$0.00
Love Social Media, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/8/2022	$0.00
Lovebite S L.	Amyris, Inc.	Confidential Disclosure Agreement	6/6/2014	$0.00
Lovesocial	Amyris, Inc.	Confidential Disclosure Agreement	10/6/2014	$0.00
Lubline Lubricants and additives	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2011	$0.00
Lubrizol Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/5/2017	$0.00
Lubrizol Corporation	Amyris, Inc.	Secrecy Agreement Lubrizol No. 30538	7/7/2010	$0.00
Lucas Handley	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2022	$0.00
Lucas Handley	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/11/2021	$0.00
Lucio and Mauricio Tomasiello	Amyris, Inc.	Instrumento Particular De Contrato De Locação De Imóvel Não Residencial		$0.00
Lurgi, Inc.	Amyris, Inc.	Confidentiality and Restricted Use Agreement	11/3/2010	$0.00
Luuk van der Wielen	Amyris, Inc.	Nondisclosure Agreement	12/17/2010	$0.00
Lux Research Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2021	$0.00
Lydia Wei	Amyris, Inc.	Non-Disclosure Agreement	6/24/2011	$0.00
Lygos, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/4/2020	$0.00
M&L Laboratories	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/19/2012	$0.00
M. Freddie Reiss	Amyris, Inc.	Indemnity Agreement		$0.00
M+H PLASTICS INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
M2i Biocontrol	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
M2i Biocontrol	Amyris, Inc.	Materials Transfer Agreement		$0.00
m2p-labs GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/25/2014	$0.00
Made Thought Design Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2023	$0.00
Maggie Lindsey	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2018	$0.00
Magnolia Bluff Productions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2020	$0.00
Magothy Consulting Group, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2022	$0.00
Magritek Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/1/2020	$0.00
Magritek Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	4/8/2019	$0.00
Mallinckrodt LLC	Amyris, Inc.	Non-Disclosure Agreement	7/7/2015	$0.00
Man Hong Lam	Amyris, Inc.	Nondisclosure Agreement	8/6/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Mana Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/1/2019	$0.00
Mana Products, Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	4/20/2014	$0.00
Manifest LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2022	$0.00
Manufacture Francaise des Pneumatiques Michelin	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	4/5/2011	$0.00
Marc Gottesman	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2022	$0.00
Marc Roussel	Amyris, Inc.	Nondisclosure Agreement	4/1/2011	$0.00
Marco Falcioni	Amyris, Inc.	Nondisclosure Agreement	6/7/2010	$0.00
Mari Beauty Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2022	$0.00
Maria Francisca Lopes	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2022	$0.00
Maria Salvaterra Garcia	Amyris, Inc.	Confidential Disclosure Agreement 24	1/22/2013	$0.00
MARIA SANCHEZ LIERA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2022	$0.00
Marian Corpus	Amyris, Inc.	Nondisclosure Agreement	5/10/2013	$0.00
Marianne Gesner	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Mark Caporale	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Mark Grant	Amyris, Inc.	Nondisclosure Agreement	10/2/2012	$0.00
Mark Hornor	Amyris, Inc.	Nondisclosure Agreement		$0.00
Mark Micklatcher	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Mark Patel	Amyris, Inc.	Nondisclosure Agreement	1/7/2010	$0.00
Mark Segal, Ph. D.	Amyris, Inc.	Nondisclosure Agreement	8/13/2010	$0.00
Mark Westley	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	5/21/2010	$0.00
Markel Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
Marketing Arm Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2019	$0.00
Marrone Bio Innovations, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	11/7/2014	$0.00
Marrs Printing 5	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/19/2020	$0.00
Martin Gresho	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Mary Maxon	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2013	$0.00
Mary Udoh	Amyris, Inc.	Nondisclosure Agreement	12/9/2010	$0.00
Mary Weston	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Maryborough Sugar Factory Limited; Tableland Canegrowers LTD.	Amyris, Inc.	Confidentiality Agreement	9/13/2010	$0.00
Mascoma, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2015	$0.00
Massachusetts Institute of Technology	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/15/2019	$0.00
Materia, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2011	$0.00
Materia, Inc.	Amyris, Inc.	Addendum to Mutual Confidential Disclosure Agreement	10/31/2011	$0.00
Matt Youngblood	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
Matthew Ball	Amyris, Inc.	Confidential Disclosure Agreement	9/29/2016	$0.00
Matthew Burns	Amyris, Inc.	Nondisclosure Agreement	12/13/2011	$0.00
Matthew Mattozi	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Matthew Nieder	Amyris, Inc.	Nondisclosure Agreement	5/3/2011	$0.00
Matthew Sullivan	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Maurbeni Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/29/2015	$0.00
Mawo Tominaga	Amyris, Inc.	Nondisclosure Agreement	3/20/2012	$0.00
Max G. Schubert	Amyris, Inc.	Nondisclosure Agreement	11/16/2011	$0.00
Max H. Braunstein	Amyris, Inc.	Nondisclosure Agreement	4/10/2013	$0.00
May Nguyen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2022	$0.00
MCCAMPBELL ANALYTICAL INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2011	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Material Transfer Agreement	3/13/2023	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	6/10/2020	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Exhibit A-2 to Material Transfer and Confidentiality Agreement Between Amyris, Inc. and Mc Campbell Analytical, Inc.,	6/11/2019	$0.00
McCampbell Analytical, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/8/2018	$0.00
McKinley Resources, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Mead Johnson & Company LLC	Amyris, Inc.	Two Way Confidentiality Agreement	10/19/2022	$0.00
MeadWestvaco Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/10/2015	$0.00
Mecca Allah	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/9/2021	$0.00
Medallion Laboratories	Amyris, Inc.	Services Agreement	5/23/2012	$0.00
MEDICAL CANNABOARD, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2020	$0.00
Medley LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
Meihua (Shanghai) Biotechnology Co. Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/18/2018	$0.00
Melissa Navarro	Amyris, Inc.	Nondisclosure Agreement	3/22/2010	$0.00
Melody Business Finance, LLC	Amyris, Inc.	Confidentiality Agreement	9/22/2015	$0.00
Membrane Specialists LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/20/2018	$0.00
Merck & Cie	Amyris, Inc.	Materials Transfer Agreement		$0.00
Merck KGaA	Amyris, Inc.	Confidentiality Agreement	11/19/2020	$0.00
Merck Sharp & Dohme Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2016	$0.00
Merja Penttila	Amyris, Inc.	Confidential Disclosure Agreement	3/27/2015	$0.00
Metabolon, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2017	$0.00
Metabolon, Inc.	Amyris, Inc.	Confidentiality Agreement	7/6/2011	$0.00
Metagenomi.co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2020	$0.00
Metallix Refining Inc.	Aprinnova, LLC	Mutual Confidential Disclosure Agreement	10/24/2017	$0.00
METALLIX REFINING, INC.	Amyris, Inc.	Confidentiality, Non-Disclosure and Use Agreement	11/19/2012	$0.00
Metalytics, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/6/2017	$0.00
Metamixis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/19/2016	$0.00
METGEN	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2011	$0.00
Method Products Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	10/15/2012	$0.00
Method Products, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/27/2011	$0.00
MetLife Legal Plans, Inc.	Amyris, Inc.	Group Legal Services Plan	1/1/2023	$0.00
Metropolitan Life Insurance Company	Amyris, Inc.	Dental Care Benefits Administrative Services Agreement	1/1/2023	$0.00
Metropolitan Life Insurance Company	Amyris, Inc.	Agent Deposit Account Agreement	12/7/2022	$0.00
Mettler Toledo AutoChem Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/5/2018	$0.00
Mettler-Toledo, LLC	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/19/2018	$0.00
Michael Arbuckle	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Michael Bishop	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Michael Bissell	Amyris, Inc.	Nondisclosure Agreement	6/9/2010	$0.00
Michael Flaschen	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	1/20/2010	$0.00
Michael Harris	Amyris, Inc.	Nondisclosure Agreement	6/24/2011	$0.00
Michael Hoehner	Amyris, Inc.	Nondisclosure Agreement	6/20/2011	$0.00
Michael Pailer - SSB	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2011	$0.00
Michael Reichman	Amyris, Inc.	Nondisclosure Agreement	10/14/2010	$0.00
Michael Smyers	Amyris, Inc.	Nondisclosure Agreement	8/25/2010	$0.00
Michael Wachs	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/31/2022	$0.00
Michaela Chigango	Amyris, Inc.	Nondisclosure Agreement	5/19/2011	$0.00
Michelle Kanemitsu	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/26/2022	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2013	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Mutual Nondisclosure Agreement	3/2/2016	$0.00
Michigan Biotechnology Institute	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2014	$0.00
Michigan State University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/10/2021	$0.00
Michigan State University	Amyris, Inc.	Confidential Disclosure Agreement	6/20/2018	$0.00
MICROBIOGEN PTY LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/2/2010	$0.00
Microbiogen Pty Ltd.	Amyris, Inc.	Materials Transfer Agreement		$0.00
MICROSOFT CORPORATION	Amyris, Inc.	Non-Disclosure Agreement	4/26/2011	$0.00
Microsoft Corporation	Amyris, Inc.	Business and Services Agreement U6590933		$0.00
Microsoft Corporation	Amyris, Inc.	Master Agreement E7347040		$0.00
Microsoft Corporation	Amyris, Inc.	License Agreement: Enrollments 46714457 & 67609689	7/1/2022	$1,260,375.38

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
MICROVI BIOTECH, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/9/2017	$0.00
Mid-Atlantic Technology, Research & Innovation, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2018	$0.00
MIDCAP FINANCIAL TRUST	Amyris, Inc.	Re: Confidentiality Agreement	9/17/2015	$0.00
MidContinental Chemical, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/10/2010	$0.00
MIDI LABS, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/8/2011	$0.00
Midwest Laboratories Inc.	Amyris, Inc.	Amendment No. 1 to the Services Agreement	4/10/2022	$0.00
Miles Label Co., Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
MILLIKEN & COMPANY	Amyris, Inc.	Confidentiality Agreement	4/4/2016	$0.00
Minafin SARL	Amyris, Inc.	Non-Disclosure Agreement	4/1/2014	$0.00
Minakem SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2020	$0.00
Minesoft	Amyris, Inc.	PatBase License	9/15/2017	$0.00
Mintel Group Ltd.	Amyris, Inc.	Order for Services	10/1/2023	$0.00
Mirco Benatti	Amyris, Inc.	Mutual Confidentiality Agreement	3/8/2017	$0.00
Mischtechnik GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00
Mitsui & Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/15/2014	$0.00
Models Inc Talent Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/22/2022	$0.00
Modern Meadow Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2016	$0.00
MOLECULAR DEVICES, LLC	Amyris, Inc.	Confidential Disclosure Agreement	9/20/2012	$0.00
Momentive Performance Materials Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/5/2013	$0.00
MommyCon LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2019	$0.00
Monnet Design	Amyris, Inc.	Confidential Disclosure Agreement	1/20/2015	$0.00
Morgan Stanley & Co. Incorporated	Amyris, Inc.	Confidentiality Agreement	1/7/2010	$0.00
Morgan Stanley & Co. LLC	Amyris, Inc.	Confidentiality Agreement	4/28/2014	$0.00
Morinaga Milk Industry Co., Ltd.	Amyris, Inc.	Mutual Confidentiality Agreement	7/28/2023	$0.00
Morningside Translations, Inc.	Amyris, Inc.	Services Agreement	10/20/2014	$0.00
Morrison B. Mac	Amyris, Inc.	Nondisclosure Agreement	1/3/2011	$0.00
Moss Adams LLP	Amyris, Inc.	Engagement Letter	6/5/2023	$0.00
Motherly, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/23/2019	$0.00
MOTT CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2011	$0.00
MOVERS AND SHAKERS LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
MSDSonline, Inc.	Amyris, Inc.	Customer Order Form	11/14/2013	$0.00
Multi Packaging Solution	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2015	$0.00
Mutesix LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/21/2022	$0.00
Myers Vacuum Repair Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2018	$0.00
Myra Lee M. Martinez	Amyris, Inc.	Nondisclosure Agreement	6/9/2010	$0.00
Nababy LLC	Amyris, Inc.; Amyris Clean Beauty, Inc.	Mutual Release and Settlement Agreement	5/19/2023	$0.00
NAGASE & CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/21/2018	$0.00
Nalco Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2012	$0.00
Nalien Vongtharangsy	Amyris, Inc.	Nondisclosure Agreement	12/1/2010	$0.00
Namsiang Company, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
Nanophase Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2015	$0.00
Nanoscience Instruments, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/10/2019	$0.00
Napo Pharmaceuticals Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2017	$0.00
NARCHEM CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/9/2010	$0.00
NATION FORD CHEMICAL COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	8/10/2010	$0.00
NATIONAL AGRICULTURAL RESEARCH INSTITUTE	Amyris, Inc.	Non-Disclosure Agreement	3/29/2019	$0.00
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/13/2011	$0.00
National Food Laboratory, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/12/2021	$0.00
National Packaging Co., Inc.	Amyris, Inc.	Material Sampling and Mutual Confidentiality and Non-Use Agreement	9/13/2019	$0.00
NATIONAL POLYMER LABORATORIES	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Natrium Capital Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Natural Food Certifiers Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/25/2022	$0.00
NatureWorks, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2011	$0.00
Naturochim S.A.S.; VALAGRO CARBONE RENOUVELABLE POITOU-CHARENTES	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/12/2012	$0.00
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUXENT RIVER	Amyris, Inc.	A Limited Purpose Cooperative Research and Development Agreement (Lp-Crada) for Equipment or Material Transfer (From Non-Navy Provider to Navy Recipient)	7/14/2014	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	Non-Standard Navy Cooperative Research and Development Agreement	5/10/2021	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	First Amendment to Non-standard Cooperative R&D Agreement	4/20/2023	$0.00
Naval Air Warfare Center Weapons Division	Amyris, Inc.	Second Amendment to Non-standard Cooperative R&D Agreement	10/19/2023	$0.00
NAVEX Global, Inc.	Amyris, Inc.	Order Form 561351	6/30/2022	$3,108.64
~~NAVEX Global, Inc.~~	~~Amyris, Inc.~~	~~O R D E R F O R M 6 0 7 5 3 2~~	~~6/30/2023~~	~~$0.00~~
~~NAVEX Global, Inc.~~	~~Amyris, Inc.~~	~~Order Form 490557~~	~~2/18/2021~~	~~$0.00~~
Navia Benefit Solutions, Inc.	Amyris, Inc.	Contract Information Page	1/1/2019	$0.00
Navilon Inc.	Amyris, Inc.	Confidential Disclosure Agreement	12/5/2012	$0.00
Navin Ramachandran	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
NegotiumBio, LLC	Amyris, Inc.	Consulting Agreement	11/30/2021	$0.00
NegotiumBio, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2021	$0.00
Neil Canter	Amyris, Inc.	Nondisclosure Agreement	10/7/2010	$0.00
Neil Grady	Amyris, Inc.	Nondisclosure Agreement	12/11/2010	$0.00
Neo-morgan laboratory	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2014	$0.00
Neste Oyj	Amyris, Inc.	Confidentiality Agreement	5/16/2016	$0.00
Neudesic, LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	4/29/2013	$0.00
Neumann Systems Group, Inc	Amyris, Inc.	Confidential Disclosure Agreement	6/28/2011	$0.00
NEUMANN SYSTEMS GROUP, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2011	$0.00
Neuter &Co., Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/30/2015	$0.00
New Engen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/21/2020	$0.00
New Relic, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2018	$0.00
Nexant, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclsoure Agreement	6/13/2012	$0.00
NEXANT, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/6/2011	$0.00
NEXANT, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	3/17/2010	$0.00
Nguyen Tarbet LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2022	$0.00
Niche Chemicals Sdn Bhd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/1/2015	$0.00
Nick Rosser	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Niekamp Law	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2023	$0.00
Nikki Pratchios	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.	Amendment #1 to Material Transfer Agreement	11/1/2011	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.; Aprinnova, LLC	Termination Agreement	12/15/2022	$0.00
Nikko Chemicals Co. Ltd.	Amyris, Inc.; Aprinnova, LLC	Second A&R Aprinnova Operating Agreement	12/15/2022	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	9/1/2014	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	8/21/2013	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	9/21/2012	$0.00
Nikko Chemicals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/11/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
NIKKO CHEMICALS CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2011	$0.00
Nilanjana Cabrera	Amyris, Inc.	Nondisclosure Agreement	10/19/2011	$0.00
Nina F. Del Prado	Amyris, Inc.	Nondisclosure Agreement	2/21/2012	$0.00
Nippon Refine	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/5/2012	$0.00
NIPPON TERPENE CHEMICALS, INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	12/3/2014	$0.00
Nirvana Solutions LTD Limited Company (UK)	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2022	$0.00
Nisha Masharani	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Nishant Patni	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
Nomis Bay Ltd.	Amyris, Inc.	Confidential Disclosure Agreement	5/4/2016	$0.00
North Dakota State University	Amyris, Inc.	Statement of Work No. 3	6/14/2023	$0.00
North Dakota State University	Amyris, Inc.	Master Services Agreement	8/26/2022	$0.00
North Dakota State University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/23/2022	$0.00
NorthEast Products, Inc.	Amyris, Inc.	Confidentiality Agreement		$0.00
Northland Laboratories	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2012	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Services Agreement	4/1/2014	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Amendment #1 to Service Agreement	5/12/2014	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	3/1/2015	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	3/7/2013	$0.00
NOVA MOLECULAR TECHNOLOGIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2018	$0.00
Nova Molecular Technologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2012	$0.00
NOVA MOLECULAR TECHNOLOGIES, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2010	$0.00
Novasep, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	3/8/2012	$0.00
Novasep, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/23/2012	$0.00
Novasep, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/7/2020	$0.00
Novasep, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/9/2018	$0.00
Novogy, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/22/2015	$0.00
Novozymes Canada Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2015	$0.00
Novozymes Canada Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/12/2013	$0.00
Novozymes Latin America Ltda	Amyris, Inc.	Confidential Disclosure and Sampling Agreement	12/21/2016	$0.00
Novus International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2014	$0.00
Novus International	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2011	$0.00
Novvi LLC	Amyris, Inc.	Amendment #1 to Ip License Agreement	3/21/2016	$6,315.00
Novvi LLC	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	11/17/2015	$0.00
Novvi LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2013	$0.00
Novvi LLC	Apprinova, LLC	Lease Agreement dated 10th of August, 2022	7/1/2022	$0.00
NPD Group, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	8/28/2014	$0.00
NPD Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/5/2014	$0.00
NSF International	Amyris, Inc.	Agreement for Nondisclosure of Confidential Information	11/18/2014	$0.00
NuMega Resonance Labs	Amyris, Inc.	Services Agreement and SOW	12/4/2019	$0.00
Numerica Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2013	$0.00
NuSil Technology LLC	Amyris, Inc.	Mutual Nondisclosure Agreement	9/5/2019	$0.00
Nutrasource Diagnostics Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/23/2019	$0.00
NUTRASWEET COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2010	$0.00
NYE LUBRICANTS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2011	$0.00
Nynas AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2011	$0.00
O. Berk Company of New England	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2022	$0.00
Oak Cliff Beverage Works, Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/17/2018	$0.00
OfficeSpace Software Inc.	Amyris, Inc.	Mutual Confidentiality and Nondisclosure Agreement	11/18/2020	$0.00
Oksana Wright	Amyris, Inc.	Indemnity Agreement		$0.00
Okta, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	10/16/2012	$0.00
Old Republic Professional, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Olga Keeley	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
OligoCo, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/14/2013	$0.00
OLIGOCO, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2011	$0.00
Oliver Liu	Amyris, Inc.	Nondisclosure Agreement	7/6/2011	$0.00
Olon Ricerca Bioscience, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2017	$0.00
ONO AGENCY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2021	$0.00
ONO Agency	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2022	$0.00
Optima Chemical Group, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/22/2015	$0.00
ORACLE	Amyris, Inc.	Confidential Disclosure Agreement	3/1/2011	$0.00
Oracle	Amyris, Inc.	NetSuite 3 month Extension	1/23/2024	$63,285.45
OrbiMed Advisors LLC	Amyris, Inc.	Confidentiality Agreement	9/23/2015	$0.00
Orchard International Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Oreste Fieschi	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2019	$0.00
ORG CHEM Group	Amyris, Inc.	Seventeenth Amendment to Service Agreement	10/5/2020	$0.00
ORG CHEM Group	Amyris, Inc.	Sixteenth Amendment to Service Agreement	4/15/2020	$0.00
ORG CHEM Group	Amyris, Inc.	Fifteenth Amendment to Service Agreement	3/6/2019	$0.00
ORG CHEM Group	Amyris, Inc.	Fourteenth Amendment to Service Agreement	11/13/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Amyris Thirteenth Amendment to Service Agreement	1/10/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Twelfth Amendment to Service Agreement	5/10/2017	$0.00
ORG CHEM Group	Amyris, Inc.	Eleventh Amendment to Service Agreement	9/14/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Amended and Restated Ninth Amendment to Service Agreement	3/28/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Eighth Amendment to Services Agreement	1/1/2016	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #7 to Service Agreement	10/12/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #6 to Service Agreement	6/23/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Re: Second Modification to Amendment 43 to Service Agreement	6/9/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #5 to Service Agreement	1/27/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #4 to Service Agreement	12/11/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #4 to Service Agreement	11/13/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #3 to Service Agreement	7/17/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Amendment #2 to Service Agreement	4/9/2014	$0.00
ORG CHEM Group	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	11/13/2018	$0.00
ORG CHEM Group	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	5/3/2017	$0.00
ORG CHEM Group	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/1/2015	$0.00
ORG CHEM Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2021	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Material Transfer Addendum	11/19/2021	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	21St Amendment to Service Agreement	3/29/2023	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Nineteenth Amendment to Service Agreement	9/1/2022	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Twentieth Amendment to Service Agreement	3/25/2022	$0.00
ORG CHEM GROUP LLC	Amyris, Inc.	Eighteenth Amendment to Service Agreement	2/15/2021	$0.00
Organic Consultants Inc.; Pressure Chemical Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/21/2020	$0.00
Organic Consultants Inc.; Synthonix, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/19/2021	$0.00
Organic Consultants, Inc	Amyris, Inc.	Confidential Disclosure Agreement	4/4/2018	$0.00
ORGANIC FUELS ALGAE TECHNOLOGIES, LLC	Amyris, Inc.	Confidentiality Agreement	9/14/2011	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/14/2017	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/3/2017	$0.00
Organic Technologies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/1/2013	$0.00
Organix Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2020	$0.00
Oscar Kegel	Amyris, Inc.	Nondisclosure Agreement		$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Osuge Food	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2022	$0.00
Oterra A/S	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/12/2022	$0.00
Oxford Advisory Services, LLC	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	4/2/2020	$0.00
Oxford Advisory Services, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
OXFORD INSTRUMENTS INDUSTRIAL PRODUCTS LIMITED	Amyris, Inc.	Mutual Confidentiality Agreement for Possible Collaborative Venture	5/25/2011	$0.00
Oxford Instruments Industrial Products Ltd	Amyris, Inc.	Material Sampling and Confidentiality Agreement	12/1/2020	$0.00
Oxiteno S.A. Industria e Comercio	Amyris, Inc.	Disclosure Authorization	2/8/2010	$0.00
Oyl + Water	Amyris, Inc.	Confidential Disclosure Agreement	1/8/2015	$0.00
OZEN ENGINEERING, INC.	Amyris, Inc.	Confidential Disclosure Agreement	3/22/2011	$0.00
P.P.C., Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/7/2021	$0.00
Pacific Biosciences of California, Inc.	Amyris, Inc.	Reciprocal Non-Disclosure Agreement	10/9/2015	$0.00
Pack Tech A/S	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
PACKAGING PROGRAMAÇÃO VISUAL LTDA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2019	$0.00
Pall Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/16/2022	$0.00
Pall Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/26/2010	$0.00
PANACEA BIOTEC LIMITED	Amyris, Inc.	Materials Transfer Agreement		$0.00
Panacea Biotec Limited	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
PANAMA PETROCHEM LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2011	$0.00
Parade	Amyris, Inc.	Confidential Disclosure Agreement	2/20/2015	$0.00
PARKER HANNIFIN CORPORATION	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2011	$0.00
Partek Incorporated	Amyris, Inc.	Quotation	10/31/2012	$0.00
Particle Sciences, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2021	$0.00
Particle Technology Group, LLC	Amyris, Inc.	Material Transfer Agreement	2/15/2022	$0.00
Patagonia, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2015	$0.00
PATH Drug Solutions	Amyris, Inc.	Confidential Disclosure Agreement	1/3/2014	$0.00
Patheon API Inc.	Amyris, Inc.	Amendment No. 1	10/8/2021	$0.00
Patheon API Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/22/2020	$0.00
Patil Arrmenian	Amyris, Inc.	Nondisclosure Agreement	12/10/2010	$0.00
Patrice Yursik, DBA as Afrobella LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/31/2022	$0.00
Paul Hastings LLP; Silverback Asset Management, LLC; U.S. Bank National Association	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Paul Hastings LLP; U.S. Bank National Association; Wolverine Flagship Fund Trading Limited	Amyris, Inc.	Confidentiality Agreement	8/3/2023	$0.00
Paul J. Grimmer	Amyris, Inc.	Confidential Disclosure Agreement	11/22/2010	$0.00
Paul Sun	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2021	$0.00
Paula Roach Vettel	Amyris, Inc.	Nondisclosure Agreement	9/7/2010	$0.00
Pavan Maholtra	Amyris, Inc.	Nondisclosure Agreement	10/10/2010	$0.00
PAXIO, Inc.	Amyris, Inc.	Quote No. Q000593	5/15/2023	$0.00
PAXIO, Inc.	Amyris, Inc.	IT Service Agreement	2/22/2023	$0.00
PDC PROCESS DESIGN CENTER, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/2/2011	$0.00
PellePharm, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
Penman Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/28/2013	$0.00
Penn A Kem LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/18/2016	$0.00
Penn A Kem, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/9/2013	$0.00
PENN SCHOEN BERLAND	Amyris, Inc.	Confidential Disclosure Agreement	12/17/2010	$0.00
PepsiCo, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Use Agreement	10/13/2020	$0.00
PepsiCo, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Use Agreement	10/24/2019	$0.00
Percy Works Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/14/2021	$0.00
Performance Based Ergonomics, Inc.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/20/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
PERIGON INTERNATIONAL, INC.	Amyris, Inc.	Confidential. Disclosure Agreement	3/29/2011	$0.00
Peter Allan	Amyris, Inc.	Confidential Disclosure Agreement	3/23/2018	$0.00
Peter Owen	Amyris, Inc.	Nondisclosure Agreement	10/13/2010	$0.00
Peter Sattari	Amyris, Inc.	Nondisclosure Agreement	5/25/2011	$0.00
Petrizzo Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/11/2020	$0.00
Petrobras Biocombustivel SA; Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	12/6/2010	$0.00
PETRONAS BASE OIL SDN BHD	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	4/2/2010	$0.00
Petroyag Kimyasallar San. Tic. A.S.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/10/2012	$0.00
Petty Cash, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2022	$0.00
Pfaudler, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/3/2013	$0.00
PFIZER INC.	Amyris, Inc.	Confidentiality Agreement	2/29/2016	$0.00
Pfizer Inc.	Amyris, Inc.	Confidentiality Agreement	3/16/2010	$0.00
Pharma Cos S.r. I.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2020	$0.00
Pharma Developability Solutions Consulting, LLC	Amyris, Inc.	Material Transfer Agreement	6/24/2021	$0.00
PharmaBioSource, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/29/2021	$0.00
PHAULDER, INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/11/2011	$0.00
Phenomenex, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/9/2014	$0.00
Phi Pham	Amyris, Inc.	Nondisclosure Agreement	4/4/2010	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2018	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Confidential Disclosure Agreement	9/8/2015	$0.00
Phibro Animal Health Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2011	$0.00
Phidel Digital LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Phillip Lovasik	Amyris, Inc.	Nondisclosure Agreement	7/11/2010	$0.00
Phoenix Bio Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/2/2011	$0.00
Phycus Biotechnologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2019	$0.00
Phyto Tech Corp	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2016	$0.00
picoSpin, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/31/2011	$0.00
Pierre Monsan	Amyris, Inc.	Engagement Spécifique DE Confidentialité		$0.00
Pierre-Alay Ceralli	Amyris, Inc.	Confidential Disclosure Agreement	2/10/2017	$0.00
Ping Wei	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
PINOVA HOLDINGS, INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2012	$0.00
Pioneer Sales Co	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
PK4 Media, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/22/2019	$0.00
PlanSource Benefits Administration, Inc.	Amyris, Inc.	Open Enrollment Renewal Statement of Work		$0.00
PLANSOURCE BENEFITS ADMINISTRATION, INC.	Amyris, Inc.	End User Services Agreement Order Form # Q-61839	8/1/2023	$0.00
Plant Bioscience Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/2/2016	$0.00
Plastic Technologies, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2012	$0.00
Plex Systems, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/24/2019	$0.00
Plotly Technologies Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/30/2021	$0.00
PLZ Corp.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	10/29/2022	$0.00
PM Group International, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/1/2011	$0.00
PMG Worldwide, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/3/2020	$0.00
P-more Trading Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/22/2014	$0.00
POET LLC	Amyris, Inc.	3-way Non Disclosure Agreement	12/3/2014	$0.00
Poet, LLC	Amyris, Inc.	First Amendment to Non-Disclosure Agreement	3/2/2016	$0.00
Poet, LLC	Amyris, Inc.	First Amendment to Non-Disclosure Agreement	11/10/2015	$0.00
POET, LLC	Amyris, Inc.	Non-Disclosure Agreement	11/30/2015	$0.00
POET, LLC	Amyris, Inc.	Non-Disclosure Agreement	4/10/2014	$0.00
POET, LLC	Amyris, Inc.	Poet Non-Disclosure Agreement	12/16/2013	$0.00
Poet, LLC	Amyris, Inc.	Poet Non-Disclosure Agreement	8/19/2013	$0.00
Polar Bear Kitchen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/27/2021	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Pollen Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2022	$0.00
PolyCarbon Industries	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2017	$0.00
PolyCarbon Industries Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/26/2014	$0.00
Polycom, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/4/2014	$0.00
POLYHEDRON LABORATORIES, INC.	Amyris, Inc.	Confidential Information Agreement	7/13/2011	$0.00
PolyInsight, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2014	$0.00
Polymer Diagnostic, Inc.	Amyris, Inc.	Services Agreement	1/5/2012	$0.00
Polymer Source, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2013	$0.00
Polymer Source, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2010	$0.00
POLYMER STANDARDS SERVICE-USA, INC	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2011	$0.00
POLYONE CORP	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2011	$0.00
PolyOne Corporation	Amyris, Inc.	Amendment to Mutual Confidential Disclosure Agreement	12/21/2011	$0.00
PolyOne Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/15/2017	$0.00
POLYSCIENCES, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	6/22/2010	$0.00
Poly-Tainer, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2018	$0.00
Poonam Saija	Amyris, Inc.	Nondisclosure Agreement	6/28/2011	$0.00
Pope Scientific Inc	Amyris, Inc.	Quotation	1/24/2022	$0.00
Pope Scientific Inc.	Amyris, Inc.	Confidential Disclosure Agreement	11/19/2015	$0.00
Pope Scientific, Inc	Amyris, Inc.	Services Agreement	12/1/2011	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Services Agreement	12/1/2011	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment #5 to Service Agreement	2/26/2013	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment #4 to Service Agreement	10/1/2012	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment No. 2 to Mutual Confidential Disclosure Agreement	7/5/2020	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	7/5/2019	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Third Amendment to Confidential Disclosure Agreement	9/27/2012	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/5/2010	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	10/21/2009	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2021	$0.00
Pope Scientific, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2018	$0.00
Porton Pharma Solutions Ltd	Amyris, Inc.	Confidentiality Agreement	10/28/2018	$0.00
POS Management Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/16/2018	$0.00
POSITIVE EDGE SOLUTIONS	Amyris, Inc.	Confidential Disclosure Agreement	11/18/2010	$0.00
Power Digital Marketing, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/8/2023	$0.00
POWER OFFSET	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2022	$0.00
Powerfrnot Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/28/2022	$0.00
PPG Industries, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2012	$0.00
PRAJ INDUSTIRES LIMITED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/16/2012	$0.00
Praj Industries Limited	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/8/2015	$0.00
Praneet Mungara	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2012	$0.00
Praveen Kumar	Amyris, Inc.	Nondisclosure Agreement	5/10/2010	$0.00
Praxair, Inc	Amyris, Inc.	Joint Nondisclosure Agreement	4/5/2012	$0.00
Praxair, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2014	$0.00
PRAXAIR, INC.	Amyris, Inc.	Agreement to Extend Nondisclosure Agreement	4/5/2012	$0.00
PRD Tech, Inc.	Amyris, Inc.	Mutual Non•Disclosure Agreement	9/15/2010	$0.00
Premalux, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2014	$0.00
Pressure Chemical	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	9/1/2012	$0.00
Pressure Chemical Co Patheon API Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2021	$0.00
Pressure Chemical Co.	Amyris, Inc.	Services Agreement	3/9/2012	$0.00
Pressure Chemical Co.	Amyris, Inc.	Statement of Work No. 3	11/4/2021	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Pressure Chemical Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/21/2022	$0.00
Pressure Chemical Co.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/21/2020	$0.00
Pressure Chemical Company	Amyris, Inc.	Fifth Amendment to Services Agreement	12/10/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Fourth Amendment to Services Agreement	12/2/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Third Amendment to Services Agreement	11/11/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Amendment No. 2 To Service Agreement	4/13/2015	$0.00
Pressure Chemical Company	Amyris, Inc.	Amendment #1 to Service Agreement	8/28/2012	$0.00
Pressure Chemical Company	Amyris, Inc.	Second Amendment to Confidential Disclosure Agreement	3/6/2015	$0.00
PRESSURE CHEMICAL COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	9/14/2010	$0.00
Prime Sales & Marking Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2020	$0.00
Princeton University	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/20/2013	$0.00
PRINOVA US LLC	Amyris, Inc.	Mutual Confidentiality Agreement	2/19/2021	$0.00
Promoveo Health LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/12/2019	$0.00
ProPharma Group The Netherlands B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2020	$0.00
PROQUIP INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/6/2011	$0.00
ProSep, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
Protein Technologies Limited; SORSO LIMITED	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/18/2012	$0.00
PT. Bahtera Adi Jaya	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2014	$0.00
PT. Sinergi Multi Lestarindo	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2015	$0.00
Pulse Combustion Systems	Amyris, Inc.	Material Transfer Agreement	5/2/2023	$0.00
Purac Biochem B.V.	Amyris, Inc.	Mutual Confidentiality Agreement	9/9/2014	$0.00
Purac Biochem B.V. (Corbion)	Amyris, Inc.	MNDA	7/24/2023	$0.00
Purdue University	Amyris, Inc.	Material Transfer, Testing and Confidentiality Agreement	5/1/2018	$0.00
PureCircle Limited	Amyris, Inc.	U.S. Assignment and Assumption Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Sales Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Framework Supply Agreement	12/6/2018	$0.00
PureCircle Limited	Amyris, Inc.	Intellectual Property License Agreement	6/1/2021	$0.00
PureCircle Limited	Amyris, Inc.	Common Interest Agreement	10/2/2015	$0.00
PureCircle, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2014	$0.00
QB3/Chemistry Mass Spectrometry Facility	Amyris, Inc.	Services Agreement	12/4/2014	$0.00
QDICCI	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/29/2022	$0.00
QDiligence, LLC	Amyris, Inc.	Non-Disclosure Agreement	12/10/2014	$0.00
Qiao Ren	Amyris, Inc.	Nondisclosure Agreement	7/1/2011	$0.00
Qingdao Vland Biotech Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/1/2020	$0.00
Quail Capital Corp	Amyris, Inc.	Mutual Non-Disclosure Agreement	12/29/2015	$0.00
Qualipac America	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Quality Resourcing Services	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2017	$0.00
QUALITY TECHNICAL SERVICES, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/31/2011	$0.00
Queeny Dong	Amyris, Inc.	Nondisclosure Agreement	4/8/2010	$0.00
Quiet Logistics, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
Quinn Mitrovich	Amyris, Inc.	Nondisclosure Agreement	11/13/2010	$0.00
R. W. Beck, Inc.	Amyris, Inc.	Confidentiality Agreement	1/7/2010	$0.00
R2DIO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/5/2022	$0.00
R2DIO, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2021	$0.00
Rachel Griggs	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Rachel Shea	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2022	$0.00
Radial, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
Radiant Genomics, Inc.	Amyris, Inc.	Asset Purchase Agreement	7/9/2013	$0.00
Radici Chimica S.p.A.	Amyris, Inc.	Mutual Confidential Disclosure-Agreement	5/2/2016	$0.00
Radient Technologies Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2017	$0.00
Rae Chen	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/4/2022	$0.00
Raffi Asadorian	Amyris, Inc.	Confidential Disclosure Agreement	12/4/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Rainin Instrument, LLC	Amyris, Inc.	Pre-Production Nondisclosure Agreement	2/7/2011	$0.00
Raizen Energia S/A	Amyris, Inc.	Lease Agreement		$0.00
Rakuten Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/10/2019	$0.00
Ralph Scarborough	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Ramboll Environ US Corporation	Amyris, Inc.	Mutual Nondisclosure Agreement	8/9/2017	$0.00
Randy Hampton	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2012	$0.00
Randy Rigg	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/20/2022	$0.00
Rave Wireless, Inc.	Amyris, Inc.	License & Services Order Form	1/15/2019	$0.00
Raymond James & Associates, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	4/13/2023	$0.00
Raymond James & Associates, Inc.	Amyris, Inc.	Re: Confidentiality Agreement	6/23/2015	$0.00
Razi Capital Group, Inc.	Amyris, Inc.	Confidentiality Agreement	11/4/2016	$0.00
RCA BEAUTY LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/3/2020	$0.00
Recipharm AB (publ)	Amyris, Inc.	Confidentiality Agreement	8/12/2020	$0.00
Recovery Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2016	$0.00
Red Antler LIC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/9/2018	$0.00
RED SHIELD ACQUISITION LLC	Amyris, Inc.	Material Transfer and Confidential Testing Agreement	9/11/2012	$0.00
Red Star Yeast Company, LLC	Amyris, Inc.	Amendment to Mutual Non-Disclosure Agreement	4/4/2011	$0.00
Redpoll, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/24/2021	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Services Agreement Between the Regents of the University of California and Amyris, Inc.	4/12/2012	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-1 to User Agreement No. Fp00016024	2/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Non-Proprietary User Agreement No. FP00016024	2/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Facilities User Agreement	1/29/2023	$0.00
Regents of the University of California	Amyris, Inc.	Non-Proprietary User Agreement	1/29/2023	$0.00
Regents Of The University Of California	Amyris, Inc.	Material Transfer Agreement	1/29/2023	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Material Transfer Agreement	12/8/2021	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Material Transfer Agreement	8/13/2014	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	(University of California, Office of Technology Licensing	1/11/2008	$0.00
Regents of the University of California	Amyris, Inc.	Collaboration Agreement	10/1/2019	$0.00
Regents of the University of California	Amyris, Inc.	Industrial Membership Agreement Between the Regents of the University of California for the Synthetic Biology Engineering Research Center and Amyris, Inc.	5/30/2013	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Amendment #1 to Collaboration Research Agreement	11/14/2014	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-2 to User Agreement No. FP00016024	2/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Appendix A-2 to User Agreement No. FP00016024	1/7/2023	$0.00
Regents of the University of California	Amyris, Inc.	Modification No. 01 to Subcontract No. 7099141	8/26/2014	$0.00
Regents of the University of California	Amyris, Inc.	Renewal	6/1/2016	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/29/2014	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	5/8/2017	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2016	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/9/2015	$0.00
Regents of the University of California	Amyris, Inc.	Non-Disclosure Agreement	5/27/2015	$0.00
Regents of the University of California	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/15/2014	$0.00
Regents of the University of California	Amyris, Inc.	Confidential Disclosure Agreement	5/9/2014	$0.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Confidential Disclosure Agreement	4/25/2014	$0.00
Regents of the University of California	Amyris, Inc.	Confidential Disclosure Agreement	9/28/2011	$0.00
Regents of the University of California Lawrence Berkeley National Laboratory	Amyris, Inc.	Statement of Work	5/13/2014	$0.00
Regents of the University of Minnesota	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/10/2015	$0.00
REGI US	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2020	$0.00
Reliance Industries Limited	Amyris, Inc.	Non Disclosure Agreement	6/19/2012	$0.00
Remilk Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/21/2022	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Renata de Abreu LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/11/2021	$0.00
Renmatix, Inc.	Amyris, Inc.	Amendment No. 1 to Material Transfer and Confidentiality Agreement	8/8/2018	$0.00
Renmatix, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/25/2018	$0.00
Renmatix, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2016	$0.00
Renmatix, Inc.; Total Energies Nouvelles Activites USA	Amyris, Inc.	Confidentiality and Material Transfer Agreement	8/10/2015	$0.00
Renmatix, Inc.; Total Energies Nouvelles Activites USA SAS; UPM-Kymmene Corporation	Amyris, Inc.	Confidentiality Agreement	3/14/2016	$0.00
REPSOL NUEVAS ENERGIAS, S.A.	Amyris, Inc.	Confidentiality Agreement	8/24/2011	$0.00
Research Triangle Institute	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/30/2012	$0.00
Resodyn Acoustic Mixers, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	3/7/2018	$0.00
Revieve Oy	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Revolution Marketing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/11/2022	$0.00
Rewind Software Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
RFIBinder Partners, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	3/13/2014	$0.00
RHODIA POLIAMIDA E ESPECIALIDADES LTDA,	Amyris, Inc.	Reciprocal Confidentiality Agreement	12/3/2015	$0.00
RHODIA POLIAMIDA E ESPECIALIDADES LTDA.	Amyris, Inc.	Non-Disclosure Agreement	3/11/2014	$0.00
Ricardo Madureira	Amyris, Inc.	Nondisclosure Agreement	7/8/2010	$0.00
Ricerca Biosciences, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/16/2011	$0.00
Richard Adam	Amyris, Inc.	Nondisclosure Agreement	5/24/2010	$0.00
Richard L. Hansen	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Richard Lee	Amyris, Inc.	Nondisclosure Agreement	8/12/2011	$0.00
Richard Romack	Amyris, Inc.	Nondisclosure Agreement	11/8/2012	$0.00
Richard Wool	Amyris, Inc.	Nondisclosure Agreement	11/23/2011	$0.00
Richman Chemical Inc.	Aprinnova, LLC	Confidentiality and Non-Circumvention Agreement	4/3/2017	$0.00
Rick Parham	Amyris, Inc.	Confidential Disclosure Agreement	8/27/2014	$0.00
Rika Regentin	Amyris, Inc.	Nondisclosure Agreement		$0.00
Ring Power Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2011	$0.00
Ripple Foods, PBC	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/9/2019	$0.00
Rishi Rakhit	Amyris, Inc.	Confidential Disclosure Agreement	4/1/2013	$0.00
RJT Cornpuquest Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/22/2015	$0.00
RLI Insurance Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
Rob Dario	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Robert Dahl	Amyris, Inc.	Nondisclosure Agreement	7/20/2011	$0.00
Robert J. Fawcett	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
ROBERTET FLAVORS, INC.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/9/2018	$0.00
Robertet USA, Inc.	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	1/9/2013	$0.00
Robertet USA, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/20/2012	$0.00
Rodrigo Gonzalez	Amyris, Inc.	Nondisclosure Agreement	5/20/2010	$0.00
Rogelio Denegri	Amyris, Inc.	Non-Disclosure Agreement	6/14/2010	$0.00
Roger Clemens	Amyris, Inc.	Confidential Disclosure Agreement	4/20/2020	$0.00
Roger Sippl	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Rohner AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/19/2012	$0.00
ROHNER AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2011	$0.00
Rolando Gerodias	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Ronald F. Koniz	Amyris, Inc.	Nondisclosure Agreement	4/6/2011	$0.00
Rosangel Gratz	Amyris, Inc.	Nondisclosure Agreement	11/28/2011	$0.00
Roselyn Lima	Amyris, Inc.	Nondisclosure Agreement	7/16/2010	$0.00
Rosemead Oil Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2011	$0.00
Rosemead Oil Products, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Ross D. King	Amyris, Inc.	Confidential Disclosure Agreement	4/27/2012	$0.00
Ross Eppler	Amyris, Inc.	Nondisclosure Agreement	10/29/2010	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Rothschild Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2017	$0.00
Roy Kishony	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2013	$0.00
ROYAL PURPLE, INC.	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
RR DON ELLEY & SONS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/17/2018	$0.00
RSC Chemical Solutions	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/8/2014	$0.00
RSC Chemical Solutions	Amyris, Inc.	Mutual Confidentiality Agreement	5/16/2016	$0.00
Rubicon Results, LLC	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2015	$0.00
Ruprecht-Karls- Universitat Heidelberg	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/12/2015	$0.00
RXD Nova Pharmaceuticals, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2021	$0.00
Ryan Panchadsaram	Amyris, Inc.	Indemnity Agreement		$0.00
Ryan Roark	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/1/2020	$0.00
S&V	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/14/2017	$0.00
S.A. Ajinomoto Omnichem N.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2021	$0.00
Saama Technologies, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	3/31/2015	$0.00
Sabah International Incorporated	Amyris, Inc.	Service Contract - Fire Protection System	11/7/2011	$0.00
Saddle Creek Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/3/2021	$0.00
SafeBridge Consultants, Inc.	Amyris, Inc.	Amendment No. 1 to Agreement	5/1/2018	$0.00
SafeBridge Consultants, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2018	$0.00
SafeBridge Consultants, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	7/29/2010	$0.00
SafeGuard World International Ltd.	Amyris, Inc.	Global Employment Outsourcing Services Agreement	7/1/2014	$0.00
Sage Bioproducts, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2015	$0.00
Saira Velasquez	Amyris, Inc.	Nondisclosure Agreement	12/14/2011	$0.00
Sammy Lee	Amyris, Inc.	Nondisclosure Agreement	3/18/2011	$0.00
SAMSUNG PETROCHEMICALS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/16/2011	$0.00
Samuel D. Shelanski	Amyris, Inc.	Confidential Disclosure Agreement	11/29/2011	$0.00
Samuel Humphries	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Sandhill Pharma, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2018	$0.00
Sandia Corporation; THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	Amyris, Inc.	Amendment No. 1 to the Mutual Non-Disclosure Agreement	4/24/2014	$0.00
Sangamo BioSciences, Inc.	Amyris, Inc.	Material Transfer Agreement	11/28/2011	$0.00
Sanjay Hoskeri	Amyris, Inc.	Nondisclosure Agreement	6/17/2011	$0.00
SANOFI CHIMIE	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2013	$0.00
SANOFI CHIMIE	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/8/2013	$0.00
Sanofi Pasteur Biologics, LLC	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2020	$0.00
Sanofi Pasteur Biologics, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2017	$0.00
Sanofi Pasteur SA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/7/2020	$0.00
Sanofi Pasteur SA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/28/2020	$0.00
SantoLubes, LLC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2013	$0.00
Sanyo Chemical Industries, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2018	$0.00
SÃO MARTINHO S.A. SMA INDÚSTRIA QUÍMICA LTDA ..	Amyris, Inc.	Terceiro Aditivo Ao Contrato Particular De Locação E Outras Avenças	1/9/2016	$0.00
SÃO MARTINHO S.A. SMA INDÚSTRIA QUÍMICA S.A.	Amyris, Inc.	Segundo Aditivo Ao Contrato Particular De Locação E Outras Avenças	8/31/2015	$0.00
Sao Martinho S.A.; Usina Boa Vista S.A.; Usina Sao Martinho S.A.	Amyris, Inc.	Agreement for Confidentiality Herein Agreement for Confidentiality Is Executed by the Parties Below:		$0.00
Sao Martinho SA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2021	$0.00
Sao Martinho SA SMA Industria Quimica LTA	Amyris, Inc.	Quarto Aditivo Ao Contrato Particular De Locação E Outras Avenças	12/26/2017	$0.00
Sarfam Comercial Importadora Ltda	Amyris, Inc.	First Amendment Mutual Confidential Disclosure Agreement	7/30/2013	$0.00
Sarfam Comercial Importadora Ltda	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2012	$0.00
Sartorius Stedim North America, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/15/2018	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Sarvenaz Zand	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2022	$0.00
SAURABH SRIVASTAVA	Amyris, Inc.	Confidential Disclosure Agreement	3/12/2013	$0.00
SCHNEIDER NATIONAL BULK CARRIERS, INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/20/2011	$0.00
Schottenfeld Opportunities Fund II LP	Amyris, Inc.	Confidential Disclosure Agreement	6/21/2023	$0.00
Schrodinger, LLC	Amyris, Inc.	Nondisclosure Agreement	6/22/2014	$0.00
Schwabe North America, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	4/28/2016	$0.00
SCHWARTZ COMMUNICATIONS	Amyris, Inc.	Confidential Disclosure Agreement	2/14/2011	$0.00
Scienion US Inc.	Amyris, Inc.	Material Transfer Agreement	4/25/2023	$0.00
Scientific Research Consortium, Inc.	Amyris, Inc.	Confidentiality an D Material Transfer Agreement	2/3/2014	$0.00
SciSafe Inc.	Amyris, Inc.; Aprinnova, LLC	Escrow Agreement	12/12/2016	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	6/30/2018	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	12/1/2012	$0.00
SciSafe Inc.	Amyris, Inc.	Sample Storage Proposal	2/8/2012	$0.00
SciSafe Inc.	Amyris, Inc.	Strain Escrow Agreement	9/28/2018	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	8/22/2013	$0.00
SciSafe Inc.	Amyris, Inc.	Escrow Agreement	8/22/2013	$0.00
SciSafe Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/28/2021	$0.00
SciSafe Inc.; Xinfu Science & Tech Co Ltd.	Amyris, Inc.	Escrow Agreement	11/2/2019	$0.00
SciSafe Inc.; Xinfu Science & Tech Co. Ltd	Amyris, Inc.	Escrow Agreement		$0.00
Scott Baker	Amyris, Inc.	Nondisclosure Agreement	11/20/2010	$0.00
Scott Chinn	Amyris, Inc.	Nondisclosure Agreement	9/8/2010	$0.00
Scott White	Amyris, Inc.	Indemnity Agreement		$0.00
SCOTT-MACON, LTD.	Amyris, Inc.	Confidential Disclosure Agreement	10/19/2010	$0.00
Scripps Institution of Oceanography	Amyris, Inc.	Material Transfer Agreement	3/30/2023	$0.00
SDG, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/29/2021	$0.00
Sea Lion Technology, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/28/2013	$0.00
Sea Lion Technology, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	10/15/2012	$0.00
SEA LION TECHNOLOGY, INC.	Amyris, Inc.	Confidential. Disclosure Agreement	9/15/2011	$0.00
Seacliff Beauty Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2020	$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00560		$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00385		$0.00
Securecell LLC	Amyris, Inc.	Agreement for Lucullus Software, Maintenance, and Development		$0.00
Securecell LLC	Amyris, Inc.	Quotation # S00902		$0.00
Securimate, Inc.; Steele International, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement		$0.00
SEE ME Creative Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/20/2022	$0.00
SEEK, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	6/24/2014	$0.00
SENOMYX, INC.	Amyris, Inc.	Amendment to Mutual Non-Disclosure Agreement	6/14/2016	$0.00
SENOMYX, INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/14/2016	$0.00
Sensient Colors LLC	Amyris, Inc.	Mutual Confidentiality Agreement	8/3/2022	$0.00
Sensory Spectrum, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/15/2018	$0.00
Sensory Spectrum, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/27/2012	$0.00
Senthil Annamabi	Amyris, Inc.	Nondisclosure Agreement	10/17/2007	$0.00
Sentry BioPharma Services, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/13/2021	$0.00
Separation Solutions	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/26/2014	$0.00
Sephora Mexico S. de R.L. de C.V.	Amyris, Inc.	Mutual Non-Disclosure Agreement	11/1/2018	$0.00
SEPPIC INC	Amyris, Inc.	Non Disclosure Agreement	2/9/2021	$0.00
Seppic Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/10/2022	$0.00
SEPPIC, Inc.	Amyris, Inc.	Material Transfer Agreement	6/10/2022	$0.00
SEPPIC, Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
SEPPIC, Societe d'Exploitation de Produits pour les Industries Chimiques	Amyris, Inc.	First Amendment to Non Disclosure Agreement	9/1/2012	$0.00
SEPPIC, Societe d'Exploitation de Produits pour les Industries Chimiques	Amyris, Inc.	Non Disclosure Agreement	10/10/2011	$0.00
Seqirus Inc.	Amyris, Inc.	Confidential Disclosure Agreement	8/21/2020	$0.00
Seqirus Inc.	Amyris, Inc.	Materials Transfer Agreement		$0.00
Sequoia Fisher	Amyris, Inc.	Nondisclosure Agreement	4/16/2012	$0.00
Sergey Boyarskiy	Amyris, Inc.	Confidential Disclosure Agreement	10/2/2013	$0.00
Serus Corporation	Amyris, Inc.	Mutual. Confidential Disclosure Agreement	1/10/2012	$0.00
Servipharma (Beijing) Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2016	$0.00
Sestina Bio, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/27/2022	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Services Agreement	8/18/2021	$1,054.74
Seven Bridges Genomics Inc.	Amyris, Inc.	Proof of Concept	6/21/2021	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Amendment No. 1 to Seven Bridges Genomics Inc. Services Agreement	8/18/2021	$0.00
Seven Bridges Genomics Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/9/2021	$0.00
SEVENTH GENERATION, INC.	Amyris, Inc.	Nondisclosure Agreement	11/6/2015	$0.00
Sezaneh Taherian	Amyris, Inc.	Nondisclosure Agreement	8/31/2010	$0.00
SGS Agency, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2018	$0.00
SGS North America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/17/2022	$0.00
SGS NORTH AMERICA INC.	Amyris, Inc.	Mutual Non-Disclosure Agreement	6/10/2016	$0.00
SGS NORTH AMERICA INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/6/2011	$0.00
SGS North America, Inc.	Amyris, Inc.	Master Services Agreement	10/3/2022	$0.00
Shahan Nazar	Amyris, Inc.	Confidential Disclosure Agreement	10/24/2019	$0.00
Shakeel Tirmizi	Amyris, Inc.	Nondisclosure Agreement	11/5/2010	$0.00
Shaklee Corporation	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/9/2016	$0.00
Shanghai Acebright Pharmaceuticals Group Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/12/2017	$0.00
Shanghai Chicmax Cosmetic Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/20/2021	$0.00
Shanghai Fanying Trading Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2014	$0.00
Shanghai Fosun Pharmaceutical Development Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/2/2015	$0.00
Shanghai Institute of Organic Chemistry, Chinese Academy of Sciences	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/7/2019	$0.00
Shanghai Wisecko Trading Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2015	$0.00
Shanghai Wisecko Trading Co., Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2015	$0.00
Share Local Media, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Sharon Fernandez	Amyris, Inc.	Nondisclosure Agreement	12/7/2011	$0.00
Sharon Tan	Amyris, Inc.	Nondisclosure Agreement	2/11/2013	$0.00
Shaw Industries Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/1/2014	$0.00
Shayri Roychoudhury	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Shelley Boyd	Amyris, Inc.	Nondisclosure Agreement	4/2/2011	$0.00
SHERWIN-WILLIAMS COMPANY (SW)	Amyris, Inc.	Confidentiality Agreement ("Agreement")	5/7/2011	$0.00
SHI International Corp.	Amyris, Inc.	Customer Resale MSA Between Shi International Corp. and Amyris, Inc	5/9/2023	$4,585.50
SHI International Corp.	Amyris, Inc.	Managed Services Agreement	10/26/2023	$0.00
ShipBob, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2020	$0.00
Shipman Associates, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/18/2021	$0.00
Shortlist	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Showfields	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2022	$0.00
ShyaHsin Packaging USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/20/2021	$0.00
Siew-Loon Ooi	Amyris, Inc.	Nondisclosure Agreement	3/29/2011	$0.00
Siew-Loon Ooi	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
SighWall. Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2020	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Sigma-Aldrich Co LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2014	$0.00
SIGNIFYD, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/28/2020	$0.00
Silicon Valley Bank	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/13/2012	$0.00
SiliCycle Inc.	Amyris, Inc.	Non-Disclosure Agreement	3/10/2015	$0.00
SILVERSON MACHINES, INC	Amyris, Inc.	Equipment Trial Agreement	1/12/2012	$0.00
Silvia Sanchez-Vindas	Amyris, Inc.	Nondisclosure Agreement	4/5/2011	$0.00
Simon B Morch	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/28/2022	$0.00
Simon Zhang	Amyris, Inc.	Nondisclosure Agreement	4/28/2010	$0.00
SINOVA SPECIALTIES INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
Sinova Specialties, Inc.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	5/10/2012	$0.00
SIP, Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2016	$0.00
Sirius Automation Group Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	7/14/2020	$0.00
SK Chemicals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/17/2013	$0.00
SK CHEMICALS CO., LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2011	$0.00
Slack Technologies, Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/31/2018	$0.00
Slate Studios LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/11/2022	$0.00
Smithers ERS Limited	Amyris, Inc.	Quotation for Studies to Be Conducted at Smithers Environmental Risk Sciences Division	10/7/2022	$0.00
Snapdragon Chemistry, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/1/2021	$0.00
SNECMA	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/18/2013	$0.00
Snjezana Uranejes	Amyris, Inc.	Nondisclosure Agreement	5/27/2010	$0.00
Snowflake Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	9/13/2022	$0.00
Socer Brasil Industria e Comercio Ltda	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/6/2016	$0.00
SOCIETE INDUSTRIELLE LESAFFRE S.A.	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	11/4/2014	$0.00
SOCIETE INDUSTRIELLE LESAFFRE S.A. Division Fermentis	Amyris, Inc.	Confidentiality Agreement	11/4/2013	$0.00
SOFTA CORPORATION	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	2/8/2010	$0.00
Solid State Pharma Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/29/2021	$0.00
SOLVAY SA	Amyris, Inc.	Reciprocal Confidentiality Agreement	12/15/2011	$0.00
Solvay USA Inc.	Aprinnova, LLC	Unilateral Confidentiality Agreement	2/5/2018	$0.00
Solvias AG	Amyris, Inc.	Re: Consent to Disclose Certain Information	10/26/2010	$0.00
Solvias AG	Amyris, Inc.	Secrecy Agreement	10/20/2010	$0.00
SOLVOYO CO.	Amyris, Inc.	Confidential Disclosure Agreement	11/24/2010	$0.00
Sonic Packaging	Amyris, Inc.	Confidential Disclosure Agreement	2/21/2019	$0.00
Sonneborn Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/29/2011	$0.00
Soom Creative INC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/14/2022	$0.00
SORBENT TECHNOLOGIES, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2011	$0.00
Southwest Research Institute	Amyris, Inc.	Amendment #1 to Service Agreement	10/9/2014	$0.00
Soylent Nutrition, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/15/2019	$0.00
SPARKPR	Amyris, Inc.	Confidential Disclosure Agreement	2/14/2011	$0.00
Sparks Marketing Corp.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2019	$0.00
Spartan Chemical Company, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/23/2014	$0.00
Spectroscopic Solutions, LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/3/2016	$0.00
Spectrum Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/26/2011	$0.00
Spinx Digital	Amyris, Inc.	Confidential Disclosure Agreement	9/22/2014	$0.00
Spirax Sarc	Amyris, Inc.	Inspection and Preventative Maintenance Service Proposal	2/5/2015	$0.00
Spirax Sarco	Amyris, Inc.	Inspection and Prevenatitive Maintenance Service Proposal	1/9/2012	$0.00
SporeGen a UK Limited Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2018	$0.00
SPT Labtech Limited	Amyris, Inc.	Arktic® -80C Reliance Complete Service Contract		$0.00
Square 1 Bank	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/30/2015	$0.00
Squared Circles	Amyris, Inc.	Material Transfer Agreement	8/1/2023	$0.00
SRD	Amyris, Inc.	Agreement on Strain Use	3/27/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Sriya Chadalavada	Amyris, Inc.	Confidentiality Agreement	1/9/2023	$0.00
SSI Chusei, Inc.	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/29/2011	$0.00
SSI Chusei, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/12/2011	$0.00
Starr Indemnity & Liability Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/6/2019	$0.00
Stars Management, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
State Industrial Products	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/29/2015	$0.00
State Industrial Products	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/16/2014	$0.00
Stefan Moser	Amyris, Inc.	Nondisclosure Agreement	4/2/2013	$0.00
Stefanini, Inc.	Amyris, Inc.	Master Services Agreement	12/5/2023	$0.00
Stepan Company	Amyris, Inc.	First Amendment to Material Transfer Agreement	5/5/2015	$0.00
Stepan Company	Amyris, Inc.	Third Amendment to Mutual Confidential Disclosure Agreement	10/2/2014	$0.00
Stepan Company	Amyris, Inc.	Second Amendment to Mutual Confidential Disclosure Agreement	10/2/2013	$0.00
Stepan Company	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	10/2/2012	$0.00
Stepan Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2011	$0.00
Stephanie Morrison	Amyris, Inc.	Nondisclosure Agreement	9/6/2011	$0.00
Stephen Gould Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/1/2019	$0.00
Stephen Greenberg, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	9/4/2012	$0.00
Stephen Owens	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
STERIS Corporation	Amyris, Inc.	Confidentiality Agreement	6/5/2023	$0.00
STERLING CHEMICALS, INC.	Amyris, Inc.	Mutual Confidentiality Agreement	4/4/2011	$0.00
Sterling Pharma Solutions Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2019	$0.00
Steve Chen	Amyris, Inc.	Nondisclosure Agreement	12/13/2010	$0.00
Steve Redford	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/19/2016	$0.00
Steve Seligson	Amyris, Inc.	Nondisclosure Agreement	10/21/2010	$0.00
Steven C. DeFina	Amyris, Inc.	Nondisclosure Agreement	6/6/2011	$0.00
Steven Furcich	Amyris, Inc.	Nondisclosure Agreement	1/26/2011	$0.00
Steven Gregory Photography	Amyris, Inc.	Confidential Disclosure Agreement	1/22/2019	$0.00
Steven Li	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Steven Mills	Amyris, Inc.	Indemnity Agreement		$0.00
Steven Waxmonsky	Amyris, Inc.	Nondisclosure Agreement	4/18/2012	$0.00
Stoa Consulting LLC	Amyris, Inc.	Confidential Disclosure Agreement	7/18/2012	$0.00
STOLT-NIELSEN (USA) INC.	Amyris, Inc.	Confidential Disclosure Agreement	1/13/2011	$0.00
Stringr	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/12/2020	$0.00
Strukmyer Medical	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
Stuart Miller	Amyris, Inc.	Nondisclosure Agreement	7/21/2011	$0.00
Studio Adele Park	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/8/2019	$0.00
Studio of Joshua Levi, Inc A New York Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/2/2022	$0.00
Stuntman PR	Amyris, Inc.	Confidential Disclosure Agreement	9/25/2014	$0.00
Submittable Holdings, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	3/20/2020	$0.00
Succession Energy, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/12/2016	$0.00
Sugati, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2016	$0.00
Suitcase Innovation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/5/2014	$0.00
Su-Ju Lin	Amyris, Inc.	Confidential Disclosure Agreement	6/22/2010	$0.00
Sukhindra K. Mata	Amyris, Inc.	Nondisclosure Agreement	2/2/2011	$0.00
Sulzer Chemtech USA, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/15/2013	$0.00
Sumitomo Rubber Industries, Ltd	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/5/2014	$0.00
SUMITOMO RUBBER INDUSTRIES, LTD.	Amyris, Inc.	Mutual Confidentiality Agreement	7/17/2015	$0.00
Summit Partners Credit Advisors, L.P.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2015	$0.00
SUMO CREATIVE LTD	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/3/2022	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Critical Illness	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Accident	1/1/2023	$0.00
Sun Life Financial	Amyris, Inc.	Policy of Incorporation - Critical Illness	1/1/2023	$0.00
Sungho Yoo	Amyris, Inc.	Confidential Disclosure Agreement	3/9/2015	$0.00
Sunny BioDiscovery, Inc.	Amyris, Inc.	Mutual Confidentiality and Non-Disclosure Agreement	9/9/2011	$0.00
Sunrise Genetics, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/19/2019	$0.00
Sunshine Sachs	Amyris, Inc.	Confidential Disclosure Agreement	1/7/2015	$0.00
Surface Chemists of Florida, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2014	$0.00
Susan Berg	Amyris, Inc.	Nondisclosure Agreement	2/8/2011	$0.00
Susan Schofer	Amyris, Inc.	Nondisclosure Agreement	4/1/2020	$0.00
Susan Schofer	Amyris, Inc.	Nondisclosure Agreement	2/26/2010	$0.00
Sustainable Steam & Water Solutions Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/1/2012	$0.00
Suzanne Ma	Amyris, Inc.	Nondisclosure Agreement	5/10/2011	$0.00
Svenska Statoil AB	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/30/2010	$0.00
Svetlana Borisova	Amyris, Inc.	Nondisclosure Agreement	6/27/2011	$0.00
Swenson Technology, Inc.	Amyris, Inc.	Client Confidentiality Agreement	4/12/2011	$0.00
Sylvia Manman Kang	Amyris, Inc.	Nondisclosure Agreement	5/26/2010	$0.00
Symphony Capital, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/25/2014	$0.00
Symrise AG	Amyris, Inc.	First Amendment to Mutual Confidential Disclosure Agreement	12/15/2012	$0.00
Symrise Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/27/2021	$0.00
SYMRSISE AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/16/2011	$0.00
Synergy Life Science	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2021	$0.00
Syngene International Limited	Amyris, Inc.	Confidentiality and Non- Disclosure Agreement	8/2/2013	$0.00
Syngenta Crop Protection AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/19/2017	$0.00
Syngenta Crop Protection AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/10/2014	$0.00
Syngenta Crop Protection, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2015	$0.00
Synonym Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2023	$0.00
SYNTHETIC GENOMICS, INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	11/20/2017	$0.00
Synthetic Genomics, Inc.	Amyris, Inc.	Mutual Nondisclosure Agreement	1/8/2013	$0.00
SYRAL Belgium N.V.	Amyris, Inc.	Confidentiality Agreement	7/18/2011	$0.00
T.A. Brewer Consulting, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	5/24/2012	$0.00
TA INSTRUMENTS	Amyris, Inc.	Confidential Disclosure Agreement	9/7/2010	$0.00
TA PROFESSIONAL SERVICES	Amyris, Inc.	Confidential Disclosure Agreement	10/12/2011	$0.00
Tahera Iqbal	Amyris, Inc.	Nondisclosure Agreement		$0.00
Takasago International Corporation	Amyris, Inc.	Feasibility Agreement	12/27/2012	$0.00
Takasago International Corporation	Amyris, Inc.	Re: Consent Letter	12/18/2015	$0.00
Takasago International Corporation	Amyris, Inc.	Third Amendment to Development Agreement	6/2/2015	$0.00
Takasago International Corporation	Amyris, Inc.	Second Amendment to Development Agreement	4/8/2015	$0.00
Takasago International Corporation	Amyris, Inc.	First Amendment to Development Agreement	10/30/2014	$0.00
Takasago International Corporation	Amyris, Inc.	Third Amendment to Feasibility Agreement	8/13/2013	$0.00
Takasago International Corporation	Amyris, Inc.	Second Amendment to Feasibility Agreement	7/25/2013	$0.00
Takasago International Corporation	Amyris, Inc.	First Amendment to Feasibility Agreement	7/15/2013	$0.00
Takasago International Corporation	Amyris, Inc.	Non-Disclosure Agreement	1/16/2020	$0.00
Takasago International Corporation	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/26/2018	$0.00
Takasago International Corporation	Amyris, Inc.	Confidential Disclosure Agreement	9/30/2011	$0.00
Takasago International Corporation	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2011	$0.00
Tammy Duong	Amyris, Inc.	Nondisclosure Agreement	7/28/2010	$0.00
Tania Pirozzi	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/12/2022	$0.00
Tara Burkhart-Grove	Amyris, Inc.	Nondisclosure Agreement	10/1/2012	$0.00
Tarka Group Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/31/2020	$0.00
Tasmin Meyer Ersahin	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/24/2021	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
TCG Lifesciences Private Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/24/2020	$0.00
TD RESEARCH, LTD.	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
Technobis Crystallization Systems B.V.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/30/2018	$0.00
Technology Finance Corporation	Amyris, Inc.	Confidential Disclosure Agreement	6/7/2018	$0.00
Techwood Consulting	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2019	$0.00
Teledyne Tekmar	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/20/2011	$0.00
TEMASEK CAPITAL MANAGEMENT PTE. LTD.	Amyris, Inc.	Confidential Disclosure Agreement	10/1/2014	$0.00
Tennenbaum Capital Partners, LLC	Amyris, Inc.	Confidential Disclosure Agreement	7/31/2015	$0.00
Tennenbaum Capital Partners, LLC	Amyris, Inc.	Confidential Disclosure Agreement	5/21/2014	$0.00
TEQ Analytical Labs	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2016	$0.00
Tereos	Amyris, Inc.	Confidential Disclosure Agreement	11/14/2012	$0.00
Terrace Consulting, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
TerraCycle, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/23/2018	$0.00
Terranol A/S	Amyris, Inc.	Confidential Disclosure and Sampling Agreement	10/22/2012	$0.00
Terry J. Burkhardt	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Tetra Financial Group	Amyris, Inc.	Confidentiality Agreement	10/3/2011	$0.00
Tetra Pak Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	4/4/2010	$0.00
Texas A&M Engineering Experiment Station	Amyris, Inc.	Mutual Non-Disclosure Agreement	1/19/2018	$0.00
Th3 Toolbox	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/30/2021	$0.00
THERMAL KINETICS ENGINEERING, PLLC	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2011	$0.00
Thermo Electron North America LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2019	$0.00
Thermo Electron North America LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/7/2011	$0.00
Thermo Finnigan LLC	Amyris, Inc.	Confidential Disclosure Agreement	10/18/2017	$0.00
Thermo Fisher	Amyris, Inc.	Amyris Cda_Signature Final Audit Report		$0.00
Thermo Fisher Scientific Inc.	Amyris, Inc.	Confidentiality Agreement	9/12/2013	$0.00
Thermo Fisher Scientific Inc.	Amyris, Inc.	Confidentiality Agreement	1/11/2012	$0.00
Thibiant International, Inc.	Amyris, Inc.	Mutual Agreement Regarding Non-Disclosure, Confidentiality and Other Matters	7/20/2015	$0.00
Third Party Validation and Verification LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/3/2020	$0.00
Thomas D. Sharkey, Ph.D	Amyris, Inc.	First Amendment to Confidential Disclosure Agreement	9/12/2013	$0.00
Thomas D. Sharkey, Ph.D.	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
Thomas E. Duley	Amyris, Inc.	Nondisclosure Agreement	2/10/2010	$0.00
Thomas Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/5/2022	$0.00
Thomas J. Scherbart	Amyris, Inc.	Nondisclosure Agreement	9/28/2011	$0.00
Thomas Pochapsky	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/9/2017	$0.00
Thomas Schwei	Amyris, Inc.	Nondisclosure Agreement	10/6/2010	$0.00
Thomas Weisel Partners LLC	Amyris, Inc.	Confidentiality Agreement	1/6/2010	$0.00
Thoro Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/22/2023	$0.00
Thu Huong Nguyen	Amyris, Inc.	Nondisclosure Agreement	12/8/2010	$0.00
Tiber, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/10/2021	$0.00
Tiffany L Hughes	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/13/2020	$0.00
TIGG Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2011	$0.00
Tim Brennan	Amyris, Inc.	Confidential Disclosure Agreement	7/5/2011	$0.00
Timothy R Geistlinger	Amyris, Inc.	Nondisclosure Agreement		$0.00
Timothy Shiau	Amyris, Inc.	Confidential Disclosure Agreement	11/10/2011	$0.00
Tinuiti, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/12/2022	$0.00
Tinuiti, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/4/2021	$0.00
TIORCO, LLC	Amyris, Inc.	Material Transfer and Mutual Confidentiality Agreement	9/25/2014	$0.00
Tipton Mills Foods, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2020	$0.00
Titan Securities	Amyris, Inc.	Confidential Disclosure Agreement	6/2/2016	$0.00
TM Chemicals Limited Partnership	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/19/2012	$0.00
TM CHEMICALS LIMITED PARTNERSHIP	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
TMC INDUSTRIES INC.	Amyris, Inc.	Confidential Disclosure Agreement	4/8/2011	$0.00
Tobias Sanderson	Amyris, Inc.	Nondisclosure Agreement	7/26/2010	$0.00
Todd Slary	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Tokio Marine HCC – D&O Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/14/2019	$0.00
Tolstoy Interactive I	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/10/2022	$0.00
Tomas Markevicius	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/1/2021	$0.00
TOMUSIAK BIOSEPARATIONS CONSULTING LLC	Amyris, Inc.	Amyris Biotechnologies, Inc. Confidential Disclosure Agreement	4/20/2010	$0.00
TOP Beauty	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
Topaz Biosciences, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/29/2023	$0.00
Toray Industries, Inc.	Amyris, Inc.	MNDA	12/8/2023	$0.00
Tornado Spectral Systems Inc.	Amyris, Inc.	Material Sampling and Confidentiality Agreement	10/30/2020	$0.00
Tornado Spectral Systems Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/26/2020	$0.00
Total Additifs et Carburants Speciaux	Amyris, Inc.	Material Transfer Agreement	1/5/2012	$0.00
Total Energie Developpement S.A; Total Gas & Power Ventures SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/14/2011	$0.00
Total Energies Nouvelles Activites USA	Amyris, Inc.	Common Interest Agreement	6/21/2010	$0.00
Total Energies Nouvelles Activites USA	Amyris, Inc.	Amended and Restated Mutual Confidential Disclosure Agreement	6/1/2015	$0.00
Total Energy Ventures International; Total Gas & Power Ventures, SAS	Amyris, Inc.	Amendment N° 1 to Mutual Confidential Disclosure Agreement	3/2/2010	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	1/12/2015	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	6/1/2014	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Confidential Disclosure Agreement	9/17/2012	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/16/2014	$0.00
Total Gas & Power USA SAS	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/17/2013	$0.00
TOTAL GAS & POWER VENTURES	Amyris, Inc.	Subject: Mutual Confidential Disclosure Agreement	4/28/2010	$0.00
Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	10/27/2010	$0.00
Total Gas & Power Ventures S.A.S	Amyris, Inc.	Confidentiality Agreement	9/27/2010	$0.00
Total Gas & Power Ventures, S.A.S	Amyris, Inc.	Confidentiality Agreement	7/7/2011	$0.00
Toyota Motor Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/13/2019	$0.00
TOYOTA MOTOR CORPORATION	Amyris, Inc.	Confidential Disclosure Agreement	5/13/2010	$0.00
TPG CAPITAL. LP.	Amyris, Inc.	Confidential Disclosure Agreement	11/1/2011	$0.00
Transport Service Co.	Amyris, Inc.	Confidential Disclosure Agreement	5/17/2011	$0.00
Travis Bledsoe	Amyris, Inc.	Nondisclosure Agreement	7/19/2010	$0.00
Treeline Companies	Aprinnova, LLC	Mutual Confidential Disclosure Agreement	3/15/2021	$0.00
Trendmood, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/4/2020	$0.00
Triclinic Labs, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/1/2018	$0.00
TRIDIAGONAL SOLUTIONS INC	Amyris, Inc.	Confidential Disclosure Agreement	4/21/2011	$0.00
TRI-K Industries, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
TRIMAC TRANSPORTATION	Amyris, Inc.	Confidential Disclosure Agreement	5/27/2011	$0.00
Tri-Pac, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/29/2014	$0.00
TRITEST, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/17/2011	$0.00
True Beauty Digital, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/28/2022	$0.00
TRUSOUTH OIL, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2011	$0.00
TULSTAR PRODUCTS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/19/2011	$0.00
Turn Marketon	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/21/2020	$0.00
Tuscon Media Studio	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/18/2022	$0.00
Tuttnauer USA	Amyris, Inc.	Re: Tuttnauer Parts and Labor Preventative Maintenance Proposal # Nylikp35.	4/12/2012	$0.00
Tuttnauer USA Co. Ltd.	Amyris, Inc.	Re: Tuttnauer Parts and Labor Preventative Maintenance Proposal # Pm 14-014.	3/14/2014	$0.00
Tuyet Mai T. Ho	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
Twincraft, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2019	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
~~Twist Bioscience Corporation~~	~~Amyris, Inc.~~	~~Master Supply Agreement~~	~~10/1/2018~~	~~$41,978.51~~
~~Twist Bioscience Corporation~~	~~Amyris, Inc.~~	~~Api License Agreement~~	~~10/1/2018~~	~~$0.00~~
Tyton BioSciences LLC	Aprinnova, LLC	Nondisclosure Agreement	1/4/2018	$0.00
U.S. Bank Technology Banking Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/1/2012	$0.00
U.S. Nonwovens Corp.	Amyris, Inc.	Mutual Confidentiality Agreement	10/9/2018	$0.00
U.S. VENTURE, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/5/2015	$0.00
U.S. Venture, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	1/1/2011	$0.00
U.S. VENTURE, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/22/2010	$0.00
UDI INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement		$0.00
UL Verification Services Inc.	Amyris, Inc.	Statement of Work	9/21/2021	$0.00
Ulta Beauty, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	6/8/2020	$0.00
Ulta Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	7/18/2022	$0.00
UMBC	Amyris, Inc.	Confidential Disclosure Agreement	1/18/2017	$0.00
UniFirst Corporation	Amyris, Inc.	Confidential Disclosure Agreement	4/3/2015	$0.00
UniFirst Corporation; UniFirst Holdings, Inc.	Amyris, Inc.	Customer Service Agreement	4/1/2015	$0.00
Uniglo Manufacturing LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/4/2019	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Mutual Material Transfer Agreement	4/6/2023	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Confidential Amendment to MA-2021-01972N	10/6/2021	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Urazver First Amending Agreement	10/6/2021	$0.00
UNILEVER GLOBAL IP LIMITED	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/6/2021	$0.00
UNILEVER U.K. CENTRAL RESOURCES LIMITED	Amyris, Inc.	Mutual Non-Disclosure Agreement	10/6/2020	$0.00
Unilever UK Central Resources Limited	Amyris, Inc.	Second Amendment to Confidentiality Agreement	4/15/2018	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	First Amendment to Confidentiality Agreement	7/13/2017	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	4/16/2016	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	8/14/2014	$0.00
UNILEVER UK CENTRAL RESOURCES LIMITED	Amyris, Inc.	Confidentiality Agreement	6/16/2011	$0.00
UNIPEX INNOVATIONS INC.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
UNIQUE DISTINCTION, a INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/17/2021	$0.00
United Healthcare	Amyris, Inc.	Health Care Reform Act - Public Goods Pool	1/1/2023	$0.00
United Technologies Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	8/15/2013	$0.00
UNIVAR S.A.S.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	3/14/2012	$0.00
Univar Solutions USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2022	$0.00
Univar Solutions USA Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/6/2020	$0.00
Univar USA Inc.	Amyris, Inc.	Confidentiality Agreement	10/12/2016	$0.00
Universal Lubricants LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/2/2011	$0.00
Universidade Catolica Portuguesa-Escola Superior de Biotecnologia	Amyris, Inc.	Material Transfer and Confidentiality Agreement	5/15/2017	$0.00
UNIVERSITAT ZURICH LABOR FUR PROZESSFORSCHUNG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2010	$0.00
UNIVERSITY OF BRITISH COLUMBIA	Amyris, Inc.	Non-Disclosure Agreement	6/21/2011	$0.00
University of California at Berkeley	Amyris, Inc.	Confidential Disclosure Agreement	11/22/2017	$0.00
University of California researchers Robert Leachman, Thomas Treynor, and Taras Goral	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/18/2023	$0.00
University of Hawai'i	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/29/2021	$0.00
University of Portsmouth Higher Education Corporation	Amyris, Inc.	Material Transfer and Confidentiality Agreement	9/6/2018	$0.00
University of Stuttgart	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/10/2023	$0.00
University of Texas at Austin	Amyris, Inc.	Non-Disclosure Agreement	12/5/2014	$0.00
University of Texas at Austin	Amyris, Inc.	Confidential Disclosure Agreement	8/7/2012	$0.00
University of Texas at Austin	Amyris, Inc.	Material Transfer and Confidentiality Agreement	1/14/2014	$0.00
University of Tokyo	Amyris, Inc.	Mutual Confidential Nondisclosure Agreement	10/1/2022	$0.00
UNIVERSITY OF YORK	Amyris, Inc.	Confidential Disclosure Agreement	9/13/2012	$0.00
Unni Productions	Amyris, Inc.	Confidential Disclosure Agreement	3/25/2015	$0.00
Urban Venture Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/7/2021	$0.00
UT-Battelle, LLC	Amyris, Inc.	Nondisclosure Agreement	10/5/2015	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
UT-Battelle, LLC	Amyris, Inc.	Nondisclosure Agreement	12/3/2014	$0.00
UTI, UNITED STATES INC.	Amyris, Inc.	Confidential Disclosure Agreement	5/11/2011	$0.00
UVENTO, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/26/2018	$0.00
Valent BioSciences Corporation	Amyris, Inc.	Confidential Disclosure Agreement	10/7/2014	$0.00
Valentine Chemicals, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/4/2020	$0.00
Valiantys America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2023	$0.00
Vamsi Karri	Amyris, Inc.	Nondisclosure Agreement	1/4/2012	$0.00
Van Steenwyk Ag	Amyris, Inc.	Confidential Disclosure Agreement	10/10/2018	$0.00
Vanderlyn Hospitality Group	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/2/2022	$0.00
Vanessa More	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/3/2002	$0.00
Vanessa Stevens and Company, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/9/2021	$0.00
Vanguard Packaging	Amyris, Inc.	Mutual Confidential Disclosure Agreement	10/3/2022	$0.00
Vanton Research Laboratory, LLC	Amyris, Inc.	Confidential Disclosure Agreement	2/12/2015	$0.00
VenConnect LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2022	$0.00
Verdezyne Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	11/1/2011	$0.00
Verescence North America Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/22/2022	$0.00
Viavi Solutions Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	2/29/2016	$0.00
VICTAULIC COMPANY	Amyris, Inc.	Confidential Disclosure Agreement	9/15/2010	$0.00
Victor Galea	Amyris, Inc.	Nondisclosure Agreement	1/31/2011	$0.00
Victor Stevko	Amyris, Inc.	Nondisclosure Agreement	4/23/2010	$0.00
Viewstream, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/6/2020	$0.00
Vineet Shastry	Amyris, Inc.	Nondisclosure Agreement	10/18/2012	$0.00
Virachack Chanthara	Amyris, Inc.	Nondisclosure Agreement	9/21/2010	$0.00
Vision Service Plan	Amyris, Inc.	Business Associate Agreement	6/1/2023	$0.00
Visolis, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/16/2022	$0.00
VitalSensors Technologies LLC	Amyris, Inc.	For Bi-Lateral Disclosure Confidentiality Agreement	2/23/2011	$0.00
Vitech International Inc.	Amyris, Inc.	Mutual Non-Disclosure Agreement	8/28/2015	$0.00
Viva Healthcare Packaging (USA) Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/3/2021	$0.00
Viva Marketing (Canada) Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/13/2019	$0.00
Vivian Xian	Amyris, Inc.	Nondisclosure Agreement	6/29/2010	$0.00
Vobis, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/7/2013	$0.00
Volkswagen Aktiengesellschaft	Amyris, Inc.	Non-Disclosure Agreement	4/23/2012	$0.00
Volkswagen Aktiengesellschaft	Amyris, Inc.	Non-Disclosure Agreement	5/16/2011	$0.00
Volkswagen Group of America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/21/2013	$0.00
Voodoo Scientific USA	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/8/2022	$0.00
VOTORANTIM INDUSTRIAL S.A.	Amyris, Inc.	Confidentiality Agreement	4/5/2011	$0.00
~~VWR INTERNATIONAL, LLC~~	~~Amyris, Inc.~~	~~Amendment #1 to Agreement Between Vwr International, Llc and Amyris Inc~~	~~6/4/2021~~	~~$270,038.27~~
W.S. Dodge Oil Co Inc.	Amyris, Inc.	Mutual Confidential. Disclosure Agreement	2/14/2011	$0.00
W20 Food Innovation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/23/2022	$0.00
Wacker Chemie AG	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/4/2019	$0.00
Wagner Life Science, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/6/2015	$0.00
WANHUA CHEMICAL COMPANY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/21/2016	$0.00
Wasatch Product Developthent, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/7/2017	$0.00
WASHINGTON UNIVERSITY	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/13/2010	$0.00
WASHINGTON UNIVERSITY Department of Chemistry	Amyris, Inc.	Confidential Disclosure Agreement	8/31/2011	$0.00
Waters Technologies Corporation	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/22/2021	$0.00
WATERS TECHNOLOGIES CORPORATION	Amyris, Inc.	Disclosure Agreement	9/27/2011	$0.00
Watson Building, University	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/17/2023	$0.00
Wayne Szeto	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
WD-40 Company	Amyris, Inc.	Material Transfer and Confidentiality Agreement	4/15/2014	$0.00
WebFilings LLC	Amyris, Inc.	Confidentiality Agreement	3/1/2011	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Webgistix	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/27/2021	$0.00
Weblux Inc DBA Black & Black Creative	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/24/2021	$0.00
Wecircular SA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/5/2022	$0.00
Wecircular SA.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/5/2022	$0.00
WEIDMANN Electrical Technology Inc.	Amyris, Inc.	Confidential Disclosure Agreement	6/25/2012	$0.00
WELLS FARGO BANK, NATIONAL ASSOCIATION	Amyris, Inc.	Confidentiality Agreement (Commercial Credit Request)	3/29/2012	$0.00
WeMedia Shopping Network Technology Company Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2020	$0.00
Wendy Lam	Amyris, Inc.	Nondisclosure Agreement	3/31/2011	$0.00
Wendy Palmer Management Consulting	Amyris, Inc.	Confidential Disclosure Agreement	12/2/2011	$0.00
WeylChem Innotec GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2019	$0.00
WeylChem Innotec GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/25/2019	$0.00
WeylChem International GmbH	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/15/2013	$0.00
Whitney Allen	Amyris, Inc.	Nondisclosure Agreement	3/17/2010	$0.00
WILD Flavors, Inc.	Amyris, Inc.	Mutual Confidentiality Agreement	11/30/2015	$0.00
WILDLIFE INTERNATIONAL LTD.	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Wildlife International, LTD	Amyris, Inc.	Amendment to Confidential Disclosure Agreement	11/21/2011	$0.00
Wiley Companies	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/15/2020	$0.00
Wiley Organics, Inc.	Amyris, Inc.	Amendment No. 1To Mutual Confidential Disclosure Agreement	2/6/2019	$0.00
WILEY ORGANICS, INC.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/26/2018	$0.00
Wiley ~~Orhganics~~Organics, Inc.	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/11/2018	$0.00
William A. Schroeder	Amyris, Inc.	Amyris Bioteciinologies, Inc. Nondisclosure Agreement	3/15/2010	$0.00
William A. Schroeder	Amyris, Inc.	Nondisclosure Agreement	3/15/2010	$0.00
William Akers	Amyris, Inc.	Nondisclosure Agreement	4/29/2011	$0.00
William J. Clinton Foundation	Amyris, Inc.	Mutual Nondisclosure Agreement	3/24/2011	$0.00
William Patrick	Amyris, Inc.	Confidential Disclosure Agreement	9/29/2016	$0.00
William S. Howarth	Amyris, Inc.	Nondisclosure Agreement	3/28/2010	$0.00
William Sippl	Amyris, Inc.	Nondisclosure Agreement	4/4/2011	$0.00
Willis Insurance Services of California, Inc.	Amyris, Inc.	Confidential Disclosure Agreement	2/17/2011	$0.00
WILLS TRANSFER LIMITED	Amyris, Inc.	Confidential Disclosure Agreement	11/30/2001	$0.00
WILMAR INTERNATIONAL, LTD.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/28/2011	$0.00
Wilmer Sugar Pty Limited	Amyris, Inc.	Material Sampling and Confidentiality Agreement	9/18/2018	$0.00
Wilson Chau	Amyris, Inc.	Nondisclosure Agreement	10/14/2011	$0.00
Win Chemicals Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	2/27/2014	$0.00
Wingify Software Private Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	7/18/2022	$0.00
Wisconsin BioProduct	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/15/2018	$0.00
Wisconsin BioProducts	Amyris, Inc.	Material Transfer Agreement	4/13/2020	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amendment No. 1 to Material Transfer Agreement	4/16/2020	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amendment No. 1 to Confidential Disclosure Agreement	6/14/2019	$0.00
Wisconsin BioProducts	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/17/2012	$0.00
Wisconsin BioProducts	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	3/4/2010	$0.00
Within LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	5/8/2023	$0.00
Wm Wrigley Jr Company	Amyris, Inc.	Mutual Confidential Disclosure Agreement	9/25/2018	$0.00
Wondersauce, LLC	Amyris, Inc.	Confidential Disclosure Agreement	4/7/2015	$0.00
World Wide Packaging, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	12/3/2019	$0.00
World Wildlife Fund	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/8/2022	$0.00
World Wildlife Fund, Inc.	Amyris, Inc.	Confidentiality Agreement	7/20/2011	$0.00
Worley Group, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/2/2021	$0.00
Wui Sum Willbe Ho	Amyris, Inc.	Nondisclosure Agreement	1/25/2011	$0.00
Wuxi AppTec	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
WuXi AppTec	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/29/2014	$0.00

Contract Counterparty	Contract/Lease Debtor Party	Contract/Lease Title	Date of Contract/Lease	Cure Amount
Wuxi AppTec (HongKong) Limited	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/3/2020	$0.00
Xenon Arc, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/5/2015	$0.00
Xiaosi Gao	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Xiaotong Zhang	Amyris, Inc.	Nondisclosure Agreement	8/15/2011	$0.00
Xinchang NHU Vitamins Co. Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	2/8/2016	$0.00
Xinfu Science & Tech Co. Ltd.	Amyris, Inc.	Material Transfer Agreement	11/8/2021	$0.00
XL Insurance America, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/13/2019	$0.00
XPO Logistics Supply Chain, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	4/28/2021	$0.00
XSUITE NORTH AMERICA Inc.	Amyris, Inc.	Software License Agreement	12/2/2020	$0.00
Xytel, Inc.	Amyris, Inc.	Mutual Confidential. Disclosure Agreement	1/15/2013	$0.00
Yao-ming Huang	Amyris, Inc.	Confidential Disclosure Agreement	11/27/2013	$0.00
Yaser Marafee	Amyris, Inc.	Confidential Disclosure Agreement	1/23/2018	$0.00
Yasuhara Chemical	Amyris, Inc.	Amendment No. 1 to Mutual Confidential Disclosure Agreement	7/13/2018	$0.00
Yasuhara Chemical	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/29/2017	$0.00
Yellow Loft	Amyris, Inc.	Confidential Disclosure Agreement	4/3/2015	$0.00
Yergeniy Yaroslavskiy	Amyris, Inc.	Nondisclosure Agreement	3/1/2012	$0.00
YG Laboratories, Inc	Amyris, Inc.	Mutual Confidential Disclosure Agreement	11/20/2015	$0.00
Yifan Pharmaceutical Co., Ltd	Amyris, Inc.	Material Transfer and Confidentiality Agreement	6/13/2018	$0.00
Ying-Ja Chen	Amyris, Inc.	Confidential Disclosure Agreement	3/24/2011	$0.00
Yue Yang	Amyris, Inc.	Nondisclosure Agreement	7/22/2011	$0.00
Yujiro Hata	Amyris, Inc.	Nondisclosure Agreement	10/18/2011	$0.00
Yutomi Corporation	Amyris, Inc.	Amyris Biotechnologies, Inc. Mutual Confidential Disclosure Agreement	2/23/2010	$0.00
Yvette M. Jaquez	Amyris, Inc.	Nondisclosure Agreement	10/12/2011	$0.00
Zach Hogan	Amyris, Inc.	Nondisclosure Agreement	4/9/2010	$0.00
Zeal, LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	3/11/2019	$0.00
ZETON INC.	Amyris, Inc.	Confidential Disclosure Agreement	9/21/2010	$0.00
Zeton, Inc.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	1/15/2013	$0.00
Zhejiang Changhai Pharmaceuticals Co., Ltd.	Amyris, Inc.	Mutual Confidential Disclosure Agreement	8/2/2019	$0.00
Zhejiang Raybow Pharmaceutical Co., Ltd.	Amyris, Inc.	Confidentiality Agreement	8/17/2020	$0.00
Zhilan Zeng	Amyris, Inc.	Nondisclosure Agreement	5/19/2010	$0.00
Zoetis LLC	Amyris, Inc.	Mutual Confidentiality Agreement	8/24/2017	$0.00
ZPE LLC	Amyris, Inc.	Mutual Confidential Disclosure Agreement	6/30/2020	$0.00
Zynerba Pharmaceuticals, Inc.	Amyris, Inc.	Confidentiality and Nondisclosure Agreement	9/10/2015	$0.00