



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

WILL A. SCHARA, JR. AND GONUL
SCHARA,

Plaintiffs,

v.

NIMESH PATEL, BRIAN BEEM,
PATRICK MURPHY, HANS MENDE,
ADRIAN PATERSON, MARK PINHO,
JILL WATZ, KATE BURSON, AND
AMCI SPONSOR II LLC,

Defendants.

C.A. No. 2024-0505-PAF

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF STOCKHOLDER CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

*The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.*

**TO: ALL RECORD AND BENEFICIAL HOLDERS OF AMCI CLASS A
COMMON STOCK, WHO HELD SUCH SHARES DURING THE
CLASS PERIOD, THEIR HEIRS, SUCCESSORS-IN-INTEREST,
SUCCESSORS, TRANSFEREES, AND ASSIGNS, WHO OBTAINED
SHARES BY OPERATION OF LAW, BUT EXCLUDING THE
EXCLUDED PERSONS (THE “CLASS”).¹**

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release between Plaintiffs and Defendants, dated as of September 2, 2025 (the “Stipulation”). A copy of the Stipulation is available at www._____.com (the “Settlement Website”).

stockholder of AMCI Acquisition Corp. II (“AMCI”) Class A Common Stock as of 5 p.m. ET on January 30, 2023 (the “Class Period”).

Notice of Settlement: Please be advised that (i) Plaintiffs Will A. Schara, Jr. and Gonul Schara (the “Plaintiffs”), individually and on behalf of the Class, and (ii) Defendants Nimesh Patel, Brian Beem, Patrick Murphy, Hans Mende, Adrian Paterson, Mark Pinho, Jill Watz, Kate Burson, and AMCI Sponsor LLC (collectively, the “Defendants,” and together with Plaintiffs, the “Parties,” and each a “Party”), have reached a proposed settlement for \$425,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM.	If you are a member of the Class, you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. See paragraphs [●] below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s request for a Fee and Expense Award (defined in Paragraph ___ below), you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON _____, 2025 AT __: __ .m., AND FILE A NOTICE OF INTENTION TO	Filing a written objection and notice of intention to appear that is received by _____, 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the _____, 2025 hearing may be conducted by

**APPEAR SO THAT IT
IS RECEIVED NO
LATER THAN _____,
2025.**

telephone or videoconference (*see* Paragraphs _____ below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page B-5
What Is This Case About?	Page B-5
How Do I Know If I Am Affected By The Settlement?	Page B-8
What Are The Terms Of The Settlement?	Page B-8
What Are The Parties' And The Company's Reasons For The Settlement?	Page B-9
Will I Receive A Payment From The Settlement? How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page B-10
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page B-14
How Will Class Counsel Be Paid?	Page B-17
When And Where Will The Settlement Hearing Be Held? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Do Not Like The Settlement?	Page B-18
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page B-21
What If I Held Stock On Someone Else's Behalf?	Page B-22

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See Paragraph 46 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Parties and the Company may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. This Action arises out of Defendants' alleged impairment of AMCI Class A common stockholders' right to make an informed redemption in connection with the February 10, 2023 business combination between AMCI and private companies AMCI Merger Sub, Inc. ("Merger Sub") and LanzaTech NZ, Inc. ("Legacy LanzaTech") (the "Merger"). Defendants, as AMCI directors and officers, were duty bound to provide AMCI stockholders with all material information related to their redemption decision in an honest and forthright manner. Plaintiffs allege: (i) that Defendants caused AMCI to make materially false and misleading public statements about the benefits of the Merger; and (ii) that Defendants' alleged breaches of fiduciary duty, aiding and abetting thereof, and unjust enrichment, harmed the Class by, among other things, dissuading its members from redeeming their stock. In this Action, Plaintiffs sought an award of damages to themselves and the Class and/or an equitable reopening of the redemption window to allow Plaintiffs and Class Members to redeem their shares at the redemption price.

5. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to AMCI stockholders, that the Merger was not entirely fair to, or in the best interests of, AMCI stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of AMCI and its stockholders, and in compliance with applicable law. Defendants also deny that AMCI's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of AMCI and all of its stockholders.

FACTUAL BACKGROUND

6. On January 28, 2021, AMCI, a special purpose acquisition company, was incorporated in Delaware for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

7. On August 6, 2021, AMCI consummated its initial public offering (the "IPO") of 15 million units (the "Public Units") at a price of \$10.00 per Public Unit, generating gross proceeds of \$150 million. Each Public Unit consisted of one share of AMCI Class A Common Stock (the "Class A Common Stock"), and one-half of

one public warrant, with each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50 (the “Public Warrants”).

8. The funds raised from the IPO were placed in a trust account for the benefit of AMCI public stockholders, who had the right to redeem all or a portion of their shares of Class A Common Stock at a per-share price, payable in cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

9. On March 8, 2022, AMCI entered into a business combination agreement with Legacy LanzaTech, pursuant to which AMCI would merge with Legacy LanzaTech.

10. On December 7, 2022, AMCI entered into Amendment No. 1 to the Merger Agreement with Merger Sub and Legacy LanzaTech.

11. On January 11, 2023, AMCI filed with the U.S. Securities and Exchange Commission (the “SEC”) a Definitive Proxy Statement concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was disseminated to AMCI stockholders. The Proxy informed stockholders of a special meeting to be held on February 1, 2023 (the “Special Meeting”), at which, among other things, stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was 5:00 PM Eastern Time (ET) on January 30, 2023 (the “Redemption Deadline”).

12. Prior to the Special Meeting, the holders of 8,351,626 shares of AMCI Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares and received their pro rata share of the trust proceeds.

13. The Special Meeting was adjourned on February 1, 2023 until February 3, 2023, and was adjourned again on February 3, 2023 until February 6, 2023. On February 6, AMCI stockholders voted to approve the Merger at the Special Meeting.

14. On February 10, 2023, the Merger closed (the “Closing”). Following the Closing, the combined company was renamed LanzaTech Global, Inc. (“New LanzaTech”).

15. On May 13, 2024, Plaintiffs commenced an action against Defendants on behalf of themselves and all other similarly situated former AMCI stockholders by filing a Verified Class Action Complaint in the Court bearing the caption *Schara*

v. LanzaTech Global Inc., C.A. No. 2024-0505-PAF (the “Action”), asserting claims for breach of fiduciary duty and unjust enrichment resulting from Defendants’ impairment of AMCI stockholders’ redemption rights in connection with the Merger (the “Complaint”) (Trans. ID 73038854).

16. On May 17, 2024, the Parties filed a Stipulation and Notice of Voluntary Dismissal of Defendant LanzaTech Global Inc. f/k/a AMCI Acquisition Corp. II (Trans. ID 73703370), which was granted by the Court on the same day (Trans. ID 73706618).

17. The Parties reached an agreement in principle to settle the Action on or about June 12, 2025, the definitive terms of which are reflected in the Stipulation of Settlement dated September 2, 2025. The Stipulation can be viewed at www._____.com.

18. On _____, 2025, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

19. If you are a member of the Class, you are subject to the Settlement. The Class is preliminarily certified by the Court solely for purposes of the Settlement, consisting of:

All record and beneficial holders of AMCI Class A Common Stock, who held such shares during the Class Period, their heirs, successors-in-interest, transferees, and assigns, who obtained shares by operation of law, but excluding the Excluded Persons.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

20. In consideration of the settlement of Released Plaintiffs’ Claims (defined in Paragraph 42(a) below) against Released Defendant Parties (defined in Paragraph 42(b) below), Defendants shall pay the Settlement Amount (\$425,000.00)

into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraph 33 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES' AND THE COMPANY'S
REASONS FOR THE SETTLEMENT?

21. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

22. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in the Stipulation.

23. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims (defined in paragraph 42(a) below), including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to AMCI stockholders, that the Merger was not entirely fair to, or in the best interests of, AMCI stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class,

and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of AMCI and its stockholders, and in compliance with applicable law. Defendants also deny that AMCI's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of AMCI and all of its stockholders.

24. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Released Defendant Parties of any wrongdoing, fault, liability, or damages whatsoever.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVED MY PAYMENT?

25. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less: (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

26. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

27. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders

regarding any modification of the Plan of Allocation will be posted on the Settlement Website: www._____.com.

PROPOSED PLAN OF ALLOCATION

28. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed only to Eligible Class Members in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website: www._____.com

29. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all record and beneficial holders of AMCI Class A Common Stock, who held such shares during the Class Period, their heirs, successors-in-interest, successors, transferees, and assigns, who obtained shares by operation of law, but excluding the Excluded Persons

30. Eligible Class Members are those Class Members who held AMCI Class A Common Stock during the Class Period.

31. Eligible Shares means shares of AMCI Class A Common Stock held during the Class Period.

32. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the “Per-Share Recovery,” which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all Eligible Class Members.

33. Subject to Court approval in the Class Distribution Order,² Plaintiffs’ Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to Eligible Shares held of record by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTC”), through its nominee Cede, the Settlement Administrator will

² Class Distribution Order means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Class Members.

obtain from DTC, and the DTC will provide to the Settlement Administrator, a copy of an allocation report, “chill” report, or such other report generated by DTC (the “DTC Allocation Report”) setting forth each and every DTC participant (“DTC Participant”) that held shares of AMCI Class A Common Stock held during the Class Period, which report will include, for each DTC Participant, the number of shares of AMCI Class A Common Stock held by the DTC Participant during the Class Period.

Using that information, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants by paying each the Per-Share Recovery times its respective Security Position,³ subject to payment suppression instructions with respect to Excluded Shares and any other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Member.

(ii) With respect to Eligible Shares held of record other than by Cede, as nominee for DTC (a “Non-Cede Record Position”), the payment with respect to each such Non-Cede Record Position will be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Record Holder of each Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Non-Cede Record Position.

ADDITIONAL PROVISIONS

34. Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

35. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

36. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

³ For each DTC Participant, the “Security Position” is the number of Eligible Shares held by such DTC Participant, as reflected on the DTC Allocation Report.

37. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

38. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), the following procedures shall govern:

- a. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;
- b. For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution. If after completion of such follow-up efforts \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under \$50,000. At such time as the remaining balance is less than \$50,000, the remaining funds shall be distributed to the National Association of Consumer Advocates, 1215 17th St NW, 5th Floor, Washington, DC 20036, a 501(c)(3) charitable organization.

39. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Plaintiffs' expert, Defendants or any of Released Defendant Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. **Plaintiffs, Plaintiffs' Counsel, Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or**

payment of any Claim or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

40. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Eligible Class Member or claimant.

41. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

42. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

a. **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Released Plaintiffs Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiffs’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiffs Claims against any of Released Defendant Parties.

“Released Defendant Parties” means Defendants, the Company, and any and all of their respective current and former directors (including, without limitation, Nimesh Patel, Brian Beem, Patrick Murphy, Hans Mende, Adrian Paterson, Mark Pinho, Jill Watz, and Kate Burson), officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

“Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims, suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages,

diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issue, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, or common law or equity or otherwise, that (i) were alleged, asserted, set forth, or claimed in the Complaint, (ii) could have been alleged, asserted, set forth, or claimed in the Complaint or in any other action in any other court, tribunal, proceeding, or other forum, by Plaintiffs or any other member of the Class, individually or on behalf of the Class or on behalf of the Company (iii) in full or in part, concern, are based upon, arise out of, relate, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, in the Complaint, or (iv) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of AMCI Class A Common Stock during the Class Period, the Proxy, any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant Parties with respect to any of the foregoing; provided, however, that the Released Plaintiffs' Claims shall not include (a) any claims to enforce this Stipulation, (b) any claims to enforce the Judgment entered by the Court.

"Released Plaintiffs Parties" means Plaintiffs, all other Class Members, and Plaintiffs' Counsel, and their legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any of the foregoing.

"Unknown Claims" means any Released Plaintiffs' Claims and Released Defendants' Claims that a releasing Person does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United

States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Defendants acknowledge, and the Released Plaintiffs Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendants' Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the Released Plaintiffs Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants also acknowledge, and the Released Plaintiffs Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

b. **Release of Claims by Defendants and the Company:** Upon the Effective Date, Released Defendants Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiffs Parties from and with respect to every one of Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of Released Plaintiffs Parties.

"Released Defendants' Claims" means, as against the Released Plaintiffs Parties, any and all claims, complaints, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action, or in any court, tribunal, forum or

proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants' Claims shall not include (i) any claims to enforce this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

43. By Order of the Court, pending final approval of the Settlement, all proceedings in the Action, except for those related to the Settlement, have been stayed and suspended, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, as a representative of, or derivatively for, any Class Member, are barred and enjoined from asserting, commencing, pursuing, prosecuting, assisting, instigating, maintaining, or in any way participating in any action asserting any of the Released Plaintiffs Claims against any of Released Defendant Parties.

HOW WILL CLASS COUNSEL BE PAID?

44. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiffs' Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses. Plaintiffs' Counsel may apply to the Court for a service award not to exceed \$5,000 to each named Plaintiff, payable out of any Fee and Expense Award.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

45. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

PLEASE NOTE: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the Settlement Website, www._____.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement Website, www._____.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement Website, www._____.com.**

46. The Settlement Hearing will be held on _____, 202_ at __:__.m., before The Honorable Paul A. Fioravanti, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs' Counsel should be finally appointed as counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the

Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel out of the Settlement Fund and whether and in what amount any service award to each named Plaintiff should be paid out of the Fee and Expense Award; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for any Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

47. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award (an "Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is received no later than _____, 2025, with copies also emailed to the following counsel:

PLAINTIFFS' COUNSEL	
<p style="text-align: center;">Russell D. Paul (#4647) BERGER MONTAGUE PC 800 N. West Street, 2nd Floor Wilmington, DE 19801 rpaul@bergermontague.com</p>	<p style="text-align: center;">Michael Dell'Angelo Andrew Abramowitz Radha Nagamani Raghavan BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 mdellangelo@bergermontague.com aabramowitz@bergermontague.com rraghavan@bergermontague.com</p>

PLAINTIFFS' COUNSEL

Eric Lechtzin
Marc H. Edelson
EDELSON LECHTZIN LLP
411 South State Street, Suite N-300
Newtown, PA 18940
elechtzin@edelson-law.com
medelson@edelson-law.com

DEFENDANTS' COUNSEL

Paul J. Loughman (No. 5508)
Rodney Square
YOUNG CONAWAY STARGATT &
TAYLOR LLP
1000 North King Street
Wilmington, Delaware 19801
ploughman@ycst.com

Gregory Starner
Joshua D. Weedman
WHITE & CASE LLP
1221 Avenue of the Americas
New York, NY 10020
gstarner@whitecase.com
jweedman@whitecase.com

48. Any objections must: (i) identify the case name and civil action number, “*Schara v. LanzaTech Global Inc.*, C.A. No. 2024-0505-PAF”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement during the Class Period. Plaintiffs’ Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

49. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to

present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

50. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel, Defendants' Counsel, and counsel for the Company at the mailing and email addresses set forth in Paragraph __ above so that the notice is *received on or before* _____, 202_.

51. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel or the Settlement Administrator.

52. Unless the Court orders otherwise, any Class Member who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising any objection in the Action or otherwise contesting the Settlement, the Plan of Allocation, or the application for the Fee and Expense Award in the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

53. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement Website, www._____.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: AMCI Stockholder Litigation, c/o Analytics Consulting LLC, P.O. Box ____, 18675 Lake Dr E, Eden Prairie, MN 55347, by telephone at

_____ ; or Plaintiffs' Counsel: Russell D. Paul, Berger Montague PC, 800 N. West Street, 2nd Floor, Wilmington, DE 19801, (302) 691-9545, rpaul@bm.net.

WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?

54. If you are a broker or other nominee that held AMCI Class A Common Stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice (the "Notice") to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices, forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: AMCI Stockholder Litigation, c/o Analytics Consulting LLC, P.O. Box _____, 18675 Lake Dr E, Eden Prairie, MN 55347, by telephone at _____. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

55. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement Website, www._____.com, by calling the Settlement Administrator at _____, or by emailing the Settlement Administrator at _____.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE:

Dated: _____, 2025