As filed with the U.S. Securities and Exchange Commission on August 3, 2022.

Registration No. 333-257931

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

POST-EFFECTIVE AMENDMENT NO. 2
TO
FORM S-1
ON
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ORIGIN MATERIALS, INC.

(Exact name of registrant as specified in its charter)

Delaware	2860	87-1388928
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

930 Riverside Parkway, Suite 10
West Sacramento, CA 95605
(916) 231-9329
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

John Bissell
Rich Riley
Co-Chief Executive Officers
Origin Materials, Inc.
930 Riverside Parkway, Suite 10
West Sacramento, CA 95605
(916) 231-9329
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement is declared effective.
If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐
If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, please check the following box. ☒
If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐
If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐
If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐
If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐
If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 under the Securities and Exchange Act of 1934.

Large accelerated filer	☒	Accelerated filer	☐
Non- accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

On July 15, 2021, Origin Materials, Inc. (the “Company”) filed a registration statement with the Securities and Exchange Commission (the “SEC”) on Form S-1 (File No. 333-257931) (as amended, the “Registration Statement”) covering the resale of up to (i) 88,982,474 shares of its common stock, par value $0.0001 per share (including up to 35,476,667 shares of common stock issuable upon the exercise of certain warrants) and (ii) 11,326,667 warrants to purchase common stock. The Registration Statement was originally declared effective by the SEC on July 30, 2021. Subsequent to the effectiveness of the Registration Statement, Artius Acquistion Partners LLC (the "Sponsor") distributed 13,452,500 shares of common stock in a pro rata in-kind distribution to its members (the "Distribution").

This Post-Effective Amendment to Form S-1 on Form S-3 ("Post-Effective Amendment No. 2") is being filed in order to (i) to convert the registration statement on Form S-1 into a registration statement on Form S-3 and (ii) to update certain information regarding the securities being offered pursuant to the prospectus contained herein. The total shares registered under this Post-Effective Amendment No. 2 do not reflect the Distribution or any sales of common stock or warrants subsequent to the effectiveness of the Registration Statement.

The information included in this Post-Effective Amendment No. 2 amends the Registration Statement (as amended) and the prospectus contained therein. No additional securities are being registered under this Post-Effective Amendment No. 2. All applicable registration and filing fees were paid at the time of the initial filing of the Registration Statement.

The information in this prospectus is not complete and may be changed. The Selling Securityholders named in this prospectus may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 3, 2022

PRELIMINARY PROSPECTUS

Up to 88,982,474 Shares of Common Stock
(Including up to 35,476,667 Shares of Common Stock Issuable Upon Exercise of Warrants)
Up to 11,326,667 Warrants to Purchase Common Stock

This prospectus relates to the issuance by us of an aggregate of up to 35,476,667 shares of our common stock, $0.0001 par value per share (the "**Common Stock**"), which consists of:

- up to 11,326,667 shares of Common Stock that are issuable upon the exercise of 11,326,667 warrants (the "**Private Placement Warrants**") originally issued in a private placement to the initial stockholder of Artius Acquisition Inc. (the "**Sponsor**") in connection with the initial public offering of Artius Acquisition Inc. ("**Artius**"), and
- up to 24,150,000 shares of Common Stock that are issuable upon the exercise of 24,150,000 warrants (the "**Public Warrants**" and, together with the Private Placement Warrants, the "**Warrants**") originally issued in the initial public offering of Artius. We will receive the proceeds from any exercise of any Warrants for cash.

This prospectus also relates to the offer and sale from time to time by the selling securityholders named in this prospectus or their permitted transferees (the"**selling securityholders**") of:

- up to 64,832,474 shares of Common Stock consisting of:
  - up to 20,000,000 shares of Common Stock issued in a private placement pursuant to subscription agreements ("**Subscription Agreements**") entered into on February 16, 2021,
  - up to 18,112,500 shares of Common Stock held by the Sponsor issued in a private placement in connection with the initial public offering of Artius and subsequent share recapitalization (including 4,500,000 shares of Common Stock subject to forfeiture if certain milestone are not achieved, as further described below),
  - up to 11,326,667 shares of Common Stock issuable upon exercise of the Private Placement Warrants,
  - up to 6,398,350 shares of Common Stock issuable upon the exercise of stock options,
  - up to 3,000,000 shares of Common Stock issued by us pursuant to that certain Backstop Agreement ("**Backstop Agreement**") entered into on June 14, 2021,
  - up to 1,300,001 shares of Common Stock issued by us pursuant to those certain Additional Subscription Agreements ("**Additional Subscription Agreements**"), each entered into on June 23, 2021, and
  - up to 4,694,956 shares of Common Stock issued pursuant to Agreement and Plan of Merger and Reorganization, dated as of February 16, 2021 (as amended by the letter agreement dated March 5, 2021), by and among the Company, Zero Carbon Merger Sub Inc. and Micromidas, Inc. and subject to that certain Investor Rights Agreement (the "**Investor Rights Agreement**"), dated June 25, 2021, between us and certain selling securityholders granting such holders registration rights with respect to such shares (including up to 2,150,784 shares of Common Stock issuable as Earnout Shares (as defined below)), and
- up to 11,326,667 Private Placement Warrants.

We will not receive any proceeds from the sale of shares of Common Stock or Warrants by the selling securityholders pursuant to this prospectus.

The selling securityholders may offer, sell or distribute all or a portion of the securities hereby registered publicly or through private transactions at prevailing market prices or at negotiated prices. We will not receive any of the proceeds from such sales of the shares of Common Stock or Warrants, except with respect to amounts received by us upon exercise of the Warrants. We will bear all costs, expenses and fees in connection with the registration of these securities, including with regard to compliance with state securities or "blue sky" laws. The selling securityholders will bear all commissions and discounts, if any, attributable to their sale of shares of Common Stock or Warrants. See the section titled "Plan of Distribution."

The Common Stock and Public Warrants are listed on The Nasdaq Capital Market ("**Nasdaq**") under the symbols "ORGN" and "ORGNW," respectively. On August 2, 2022, the last reported sales price of Common Stock was $5.99 per share and the last reported sales price of our Warrants was $1.20 per Warrant.

Investing in our securities involves a high degree of risk. You should review carefully the risks and uncertainties described in the section titled "*Risk Factors*" beginning on page 4 of this prospectus, and under similar headings in any amendments or supplements to this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is August 3, 2022.

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You should rely only on the information contained in this prospectus, any supplement to this prospectus or in any free writing prospectus, filed with the Securities and Exchange Commission. Neither we nor the selling securityholders have authorized anyone to provide you with additional information or information different from that contained in this prospectus filed with the Securities and Exchange Commission. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. The selling securityholders are offering to sell, and seeking offers to buy, our securities only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our securities. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: Neither we nor the selling securityholders, have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of our securities and the distribution of this prospectus outside the United States.

To the extent there is a conflict between the information contained in this prospectus, on the one hand, and the information contained in any document incorporated by reference filed with the Securities and Exchange Commission before the date of this prospectus, on the other hand, you should rely on the information in this prospectus. If any statement in a document incorporated by reference is inconsistent with a statement in another document incorporated by reference having a later date, the statement in the document having the later date modifies or supersedes the earlier statement.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the Securities and Exchange Commission (the "SEC") using the "shelf" registration process. Under this shelf registration process, the selling securityholders may, from time to time, sell the securities offered by them described in this prospectus. We will not receive any proceeds from the sale by such selling securityholders of the securities offered by them described in this prospectus. This prospectus also relates to the issuance by us of the shares of Common Stock issuable upon the exercise of any Warrants. We will not receive any proceeds from the sale of shares of Common Stock underlying the Warrants pursuant to this prospectus, except with respect to amounts received by us upon the exercise of the Warrants for cash.

Neither we nor the selling securityholders have authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus or any applicable prospectus supplement or any free writing prospectuses prepared by or on behalf of us or to which we have referred you. Neither we nor the selling securityholders take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. Neither we nor the selling securityholders will make an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

We may also provide a prospectus supplement or post-effective amendment to the registration statement to add information to, or update or change information contained in, this prospectus. You should read both this prospectus and any applicable prospectus supplement or post-effective amendment to the registration statement together with the additional information to which we refer you in the sections of this prospectus titled "Where You Can Find More Information."

On June 25, 2021, Legacy Origin, Artius and Merger Sub (as such terms are defined below) consummated the transactions contemplated by the Merger Agreement (as defined below), following the approval at a special meeting of the shareholders of Artius held on June 23, 2021. Pursuant to the terms of the Merger Agreement, a Business Combination (as defined below) of Legacy Origin and Artius was effected through the merger of Merger Sub with and into Legacy Origin, with Legacy Origin surviving as a wholly owned subsidiary of Artius. Prior to the Closing Date (as defined below), Artius (i) changed its jurisdiction of incorporation from Cayman Islands to the State of Delaware by deregistering as an exempted company in the Cayman Islands and domesticating and continuing as a corporation incorporated under the laws of the State of Delaware, and(ii) changed its name from Artius Acquisition Inc. to Origin Materials, Inc.

Unless the context indicates otherwise, references in this prospectus to the "Company," "Origin," "we," "us," "our" and similar terms refer to Origin Materials, Inc. (f/k/a Artius Acquisition Inc.) and its consolidated subsidiaries (including Legacy Origin). References to "Artius" refer to the predecessor company prior to the consummation of the Business Combination.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. These forward-looking statements include statements about our future financial and operating results; benefits of the Business Combination; statements about the plans, strategies and objectives of management for our future operations; statements regarding future performance; and other statements regarding the Business Combination. In some cases, you can identify these forward-looking statements by the use of terminology such as "outlook," "believes," "expects," "potential," "continues," "may," "will," "should," "could," "seeks," "approximately," "predicts," "intends," "plans," "estimates," "anticipates" or the negative version of these words or other comparable words or phrases.

The forward-looking statements contained in this prospectus reflect our current views and are subject to numerous known and unknown risks, uncertainties, assumptions and changes in circumstances that may cause its actual results to differ significantly from those expressed in any forward-looking statement. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- our ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the combined business to grow and manage growth profitably;
- costs related to the Business Combination;
- our financial and business performance;
- the effectiveness of our disclosure controls and procedures and internal control over financial reporting;
- any further changes to our financial statements or our quarterly or annual reports that may be required due to SEC comments or further guidance regarding the accounting treatment of Assumed Common Stock Warrants (as defined in Note 15 to the unaudited condensed consolidated financial statements in our Quarterly Report on Form 10-Q filed on May 9, 2022);
- changes in our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects and plans;
- changes in personnel and availability of qualified personnel;
- the effects of the ongoing coronavirus (COVID-19) pandemic or other infectious diseases, health epidemics, pandemics and natural disasters on Origin's business;
- the amount and timing of future sales;
- our ability to secure additional project financing and government incentives;
- our ability to complete construction of its plants in the expected timeframe and in a cost-effective manner;
- our ability to procure necessary capital equipment and to produce its products in large commercial quantities;
- any decline in the value of carbon credits;
- increases or fluctuations in raw material costs;
- our ability to compete in the markets we serve;
- the impact of government laws and regulations and liabilities thereunder;

- the ability to maintain the listing of Common Stock on the Nasdaq; and
- the increasingly competitive environment in which we operate.

In addition, statements that "Origin believes" or "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to Origin as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and such statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. Except to the extent required by applicable law, we are under no obligation (and expressly disclaim any such obligation) to update or revise their forward-looking statements whether as a result of new information, future events, or otherwise. For a further discussion of these and other factors that could cause our future results, performance or transactions to differ significantly from those expressed in any forward-looking statement, please see the section titled "*Risk Factors*." You should not place undue reliance on any forward-looking statements, which are based only on information currently available to Origin (or to third parties making the forward-looking statements).

FREQUENTLY USED TERMS

"**Artius**" means Artius Acquisition Inc. (which was re-named "Origin Materials, Inc." in connection with the Domestication).

"**Artius IPO**" means Artius's initial public offering, consummated on July 16, 2020.

"**Business Combination**" means the transactions contemplated by the Merger Agreement, including, among other things, the Merger.

"**Closing**" means the closing of the Business Combination.

"**Closing Date**" means June 25, 2021, the date on which the Closing occurred.

"**DGCL**" means the General Corporation Law of the State of Delaware.

"**Domestication**" means the continuation of Artius by way of domestication of Artius into a Delaware corporation with the ordinary shares of Artius becoming shares of common stock of the Delaware corporation under the applicable provisions of the Cayman Islands Companies Act (As Revised) and the DGCL.

"**Legacy Origin**" means Micromidas, Inc., a Delaware corporation doing business as Origin Materials, and, unless the context otherwise requires, its consolidated subsidiaries.

"**Merger**" means the merger of Merger Sub with and into Legacy Origin, with Legacy Origin continuing as the Surviving Corporation.

"**Merger Agreement**" means the Agreement and Plan of Merger and Reorganization, dated as of

February 16, 2021 (as amended by the letter agreement dated March 5, 2021, as it may be further amended from time to time), by and among Artius, Merger Sub and Legacy Origin.

"**Merger Sub**" means Zero Carbon Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of Artius.

"**PIPE**" means that certain private placement in the aggregate amount of $200.0 million, consummated immediately prior to the consummation of the Business Combination, pursuant to those certain Subscription Agreements with Artius, pursuant to which the subscribers purchased 20,000,000 shares of Common Stock at a purchase price of $10.00 per share.

"**PIPE Shares**" means an aggregate of 20,000,000 shares of Common Stock issued to the subscribers in the PIPE.

"**Private Placement Warrants**" means the 11,326,667 warrants purchased by the Sponsor in connection with the Artius IPO in a private placement transaction occurring simultaneously with the closing of the Artius IPO.

"**Public Warrants**" means the 24,150,000 warrants included as a component of the Artius units sold in the Artius IPO, each of which is exercisable, at an exercise price of $11.50, for one share of Common Stock, in accordance with its terms.

"**Sponsor**" means the Artius Acquisition Partners LLC.

"**Sponsor Shares**" means the 18,112,500 shares of Common Stock held by the Sponsor following a private placement in connection with the initial public offering of Artius and subsequent share recapitalization. 4,500,000 Sponsor Shares shall be subject to forfeiture in three equal installments unless our Common Stock reaches certain trading price thresholds within certain specified time periods (10 consecutive trading day-closing volume weighted average price targets of $15, $20, and $25 of our Common Stock within 3, 4 and 5 years after the closing of the Business Combination, respectively).

"**Surviving Corporation**" means Legacy Origin following the consummation of the Merger.

"**Warrants**" means the Private Placement Warrants and the Public Warrants.

PROSPECTUS SUMMARY

This summary does not contain all of the information that may be important to you. To understand this offering fully, you should read this entire prospectus carefully, including the information set forth in the sections titled "Risk Factors," and the consolidated financial statements and related notes and other information incorporated by reference in this prospectus before making an investment decision.

The Company

Origin is a carbon negative materials company with a mission to enable the world's transition to sustainable materials by replacing petroleum-based materials with decarbonized materials in a wide range of end products, such as food and beverage packaging, clothing, textiles, plastics, car parts, carpeting, tires, adhesives, soil amendments and more. We believe that our platform technology can help make the world's transition to "net zero" possible and support the fulfillment of greenhouse gas reduction pledges made by countries as part of the United Nations Paris Agreement as well as corporations that are committed to reducing emissions in their supply chains.

Our technology converts sustainable feedstocks such as sustainably harvested wood, agricultural waste, wood waste and even corrugated cardboard into materials and products that are currently made from fossil feedstocks such as petroleum and natural gas. These sustainable feedstocks are not used in food production, which differentiates our technology from other sustainable materials companies that use feedstocks such as vegetable oils or high fructose corn syrup and other sugars. While we have has succeeded in producing small amounts of our products in the pilot plant for customer trials and testing purposes, we have has not yet commenced large-scale production.

Since inception, we have has had a history of net losses due to our primary focus on research and development, plant construction, capital expenditures and early-stage commercial activities. For the years ended December 31, 2021 and 2020, we had net income (losses) of $42.1 million and ($30.3 million), respectively.As of December 31, 2021, we had an accumulated deficit of $56.8 million. Based on our estimates and projections, which are subject to significant risks and uncertainties, we do not expect to generate revenue until 2023.

Our principal executive offices are located at 930 Riverside Parkway, Suite 10, West Sacramento, California 95605.

Corporate Information

Our principal executive offices are located at 930 Riverside Parkway, Suite 10, West Sacramento, California 95605 and our telephone number is (916) 231-9329. Our corporate website address is www.originmaterials.com. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

Origin and Origin's subsidiaries own or have rights to trademarks, trade names and service marks that they use in connection with the operation of their business. In addition, their names, logos and website names and addresses are their trademarks or service marks. Other trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners. Solely for convenience, in some cases, the trademarks, trade names and service marks referred to in this prospectus are listed without the applicable ®, ™ and SM symbols, but they will assert, to the fullest extent under applicable law, their rights to these trademarks, trade names and service marks.

The Offering

Issuance of Common Stock	
Shares of Common Stock offered by us	35,476,667 shares of Common Stock, consisting of (i) 11,326,667 shares of Common Stock that are issuable upon the exercise of 11,326,667 Private Placement Warrants and (ii) 24,150,000 shares of Common Stock that are issuable upon the exercise of 24,150,000 Public Warrants.
Shares of Common Stock outstanding prior to exercise of all Warrants	141,248,470 shares (as of June 25, 2021).
Shares of Common Stock outstanding assuming exercise of all Warrants	176,725,137 shares (based on total shares outstanding as of June 25, 2021).
Exercise price of Warrants	$11.50 per share, subject to adjustment as described herein.
Use of proceeds	We will receive up to an aggregate of approximately $408.0 million from the exercise of the Warrants, assuming the exercise in full of all of the Warrants for cash. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. See the section titled "*Use of Proceeds*."
Resale of Common Stock and Warrants	
Shares of Common Stock offered by the selling securityholders	We are registering the resale by the selling securityholders named in this prospectus, or their permitted transferees, and aggregate of 64,832,474 shares of Common Stock, consisting of: • up to 20,000,000 PIPE Shares; • up to 18,112,500 Sponsor Shares (including 4,500,000 shares of Common Stock subject to forfeiture if certain milestone are not achieved); • up to 11,326,667 shares of Common Stock issuable upon the exercise of the Private Placement Warrants; • up to 6,398,350 shares of Common Stock issuable upon the exercise of stock options; • up to 3,000,000 shares of Common Stock issued pursuant to the Backstop Agreement; • up to 1,300,301 shares of Common Stock issued pursuant to the Additional Subscription Agreements; and • up to 4,694,956 shares of Common Stock pursuant to the Investor Rights Agreement (including up to 2,150,784 shares of Common Stock issuable as Earnout Shares). In addition, we are registering 24,150,000 shares of Common Stock issuable upon exercise of the Public Warrants that were previously registered.
Warrants offered by the selling securityholders	Up to 11,326,667 of Private Placement Warrants.

Terms of the offering	The selling securityholders will determine when and how they will dispose of the securities registered for resale under this prospectus.
Use of proceeds	We will not receive any proceeds from the sale of shares of Common Stock or Warrants by the selling securityholders.
Risk factors	Before investing in our securities, you should carefully read and consider the information set forth in "*Risk Factors*" beginning on page 4.
Nasdaq ticker symbols	"ORGN" and "ORGNW"

For additional information concerning the offering, see "*Plan of Distribution*" beginning on page 28.

RISK FACTORS

Investing in our securities involves risks. Before you make a decision to buy our securities, in addition to the risks and uncertainties discussed below under "Cautionary Note Regarding Forward-Looking Statements," you should carefully consider the specific risks incorporated by reference to our most recent Quarterly Report on Form 10-Q, any subsequent Quarterly Reports on Form 10-Q, Annual Report on Form 10-K or Current Reports on Form 8-K, and all other information contained or incorporated by reference into this prospectus, as updated by our subsequent filings under the Exchange Act, and the risk factors and other information contained in any applicable prospectus supplement and any applicable free writing prospectus before acquiring any of such securities. If any of these risks actually occur, it may materially harm our business, financial condition, liquidity and results of operations. As a result, the market price of our securities could decline, and you could lose all or part of your investment. Additionally, the risks and uncertainties described in this prospectus or any prospectus supplement, or incorporated by reference herein or therein, are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may become material and adversely affect our business.

USE OF PROCEEDS

All of the shares of Common Stock and Warrants offered by the selling securityholders pursuant to this prospectus will be sold by the selling securityholders for their respective accounts. We will not receive any of the proceeds from these sales.

We will receive up to an aggregate of approximately $408.0 million from the exercise of the Warrants, assuming the exercise in full of all of the Warrants for cash. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. We will have broad discretion over the use of proceeds from the exercise of the Warrants. There is no assurance that the holders of the Warrants will elect to exercise any or all of such Warrants. To the extent that the Warrants are exercised on a "cashless basis," the amount of cash we would receive from the exercise of the Warrants will decrease.

SELLING SECURITYHOLDERS

This prospectus relates to the resale by the selling securityholders from time to time of up to 64,832,474 shares of Common Stock (including 11,326,667 shares of Common Stock that may be issued upon exercise of the Private Placement Warrants, 6,398,350 shares of Common Stock issuable upon the exercise of stock options and up to 2,150,784 shares of Common Stock issuable as Earnout Shares) and up to 11,326,667 Private Placement Warrants. The selling securityholders may from time to time offer and sell any or all of the Common Stock and Private Placement Warrants set forth below pursuant to this prospectus and any accompanying prospectus supplement. As used in this prospectus, the term "selling securityholders" includes the persons listed in the table below, together with any additional selling securityholders listed in a subsequent amendment to this prospectus, and their pledgees, donees, transferees, assignees, successors, designees and others who later come to hold any of the selling securityholders' interests in the Common Stock or Private Placement Warrants other than through a public sale.

Except as set forth in the footnotes below, the following table sets forth, based on written representations from the selling securityholders, certain information as of June 25, 2021 regarding the beneficial ownership of our Common Stock (including Common Stock issuable on exercise of stock options) and Warrants by the selling securityholders and the shares of Common Stock (including Common Stock issuable on exercise of stock options) and Warrants being offered by the selling securityholders and may not reflect subsequent sales by the Selling Stockholders. Notwithstanding the foregoing, the table below reflects the pro rata in-kind distribution of 13,452,500 shares of common stock from Artius Acquistion Partners LLC (the "Sponsor") to its members (the "Distribution") on June 27, 2022, including to certain of our directors.

For the avoidance of doubt, the table below also includes Earnout Shares and shares of Common Stock issuable upon the exercise of options not yet vested. The applicable percentage ownership of Common Stock is based on approximately 141,248,470 shares of Common Stock outstanding as of June 25, 2021 (prior to exercise of all Warrants). Information with respect to shares of Common Stock and Private Placement Warrants owned beneficially after the offering assumes the sale of all of the shares of Common Stock, Common Stock issuable on exercise of stock options, or Private Placement Warrants. The selling securityholders may offer and sell some, all or none of their shares of Common Stock or Private Placement Warrants, as applicable.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the selling securityholders have sole voting and investment power with respect to all shares of Common Stock and Warrants that they beneficially own, subject to applicable community property laws. Except as otherwise described below, based on the information provided to us by the selling securityholders, no selling securityholder is a broker-dealer or an affiliate of a broker dealer.

Except as set forth in the footnotes below, the following table does not include up to 24,150,000 shares of Common Stock issuable upon exercise of the Public Warrants.

Please see the section titled "*Plan of Distribution*" for further information regarding the selling securityholder's method of distributing these shares.

Name of Selling Securityholder	Shares of Common Stock				Warrants to Purchase Common Stock			
	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering
PIPE & Backstop Investors:								—
Apollo A-N Crefit Fund (Delaware), L.P.[1]	775,688	775,688	—	—	—	—	—	—
Apollo A-N Credit Fund (DEL) LP Overflow 2[1]	892,623	892,623	—	—	—	—	—	—
Apollo Moultrie Credit Fund, L.P.[1]	312,500	312,500	—	—	—	—	—	—
Apollo Lincoln Fixed Income Fund, L.P.[1]	392,578	392,578	—	—	—	—	—	—
Apollo Atlas Master Fund, LLC[1]	660,541	660,541	—	—	—	—	—	—
Apollo PPF Credit Strategies, LLC[1]	58,001	58,001	—	—	—	—	—	—
Apollo Credit Strategie Master Fund Ltd.[1]	408,069	408,069	—	—	—	—	—	—
Athanor International Master Fund, LP[2]	132,230	132,230	—	—	—	—	—	—
Athanor Master Fund, LP[2]	567,770	567,770	—	—	—	—	—	—
Baron Small Cap Fund[3]	1,000,000	1,000,000	—	—	—	—	—	—
Baron Innovator Funds LP[3]	39,900	39,900	—	—	—	—	—	—
Blackstone Aqua Master Sub-Fund, a sub-fund of Blackstone Global Master Fund ICAV[4]	200,000	200,000	—	—	100,000	—	100,000	*
Millais Limited[5]	1,350,000	200,000	1,150,000	*	133,333	—	133,333	*
BNP Paribas Asset Management UK Limited on behalf of BNP Paribas Funds Environmental Absolute Return Thematic Equity (EARTH)[6]	1,423,328	400,000	1,023,328	*	—	—	—	—
BNP Paribas Asset Management UK Limited on behalf of BNP Paribas Funds Energy Transition[6]	6,373,118	600,000	5,773,118	4.1 %	—	—	—	—
SMALLCAP World Fund, Inc.[7]	2,500,000	2,500,000		*	—	—	—	—
Citadel Multi-Strategy Equities Master Fund Ltd.[8]	6,655,000	700,000	5,955,000	4.2 %	—	—	—	—
D. E. Shaw Valence Portfolios, L.L.C[9]	262,500	262,500	—	—	—	—	—	—
D. E. Shaw Oculus Portfolios, L.L.C[10]	87,500	87,500	—	—	—	—	—	—
M.H. Davidson & Co.[11]	31,269	8,430	22,839	*	3,487	—	3,487	*
Davidson Kempner Partners[11]	401,990	52,290	349,700	*	97,346	—	97,346	*
Davidson Kempner Institutional Partners, L.P.[11]	841,772	108,150	733,622	*	204,913	—	204,913	*
Davidson Kempner International, Ltd.[11]	1,003,600	131,130	872,470	*	242,717	—	242,717	*
DSAM+ Master Fund[12]	154,400	154,400	—	—	—	—	—	—
DSAM Alpha+ Master Fund[12]	129,300	129,300	—	—	—	—	—	—

Name of Selling Securityholder	Shares of Common Stock				Warrants to Purchase Common Stock			
	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering
LMA SPC—MAP 112 Segregated Portfolio[12]	47,800	47,800	—	—	—	—	—	—
Electron Infrastructure Master Fund, L.P.[13]	291,129	291,129	—	—	—	—	—	—
Electron Global Master Fund L.P.[14]	390,711	390,711	—	—	—	—	—	—
Boothbay Absolute Return Strategies, LP[15]	11,987	11,987	—	—	—	—	—	—
AGR Trading SPC-Series EC Segregated Portfolio[16]	6,173	6,173	—	—	—	—	—	—
G.K.Goh Strategic Holdings Pte Ltd[17]	125,000	125,000	—	—	—	—	—	—
Alpha Securities Private Limited[17]	125,000	125,000	—	—	—	—	—	—
Governors Lane Master Fund LP[18]	200,000	200,000	—	—	—	—	—	—
The HGC Fund LP[19]	100,000	100,000	—	—	—	—	—	—
Jane Street Global Trading, LLC[20]	397,474	350,000	47,494	*	10,821	—	10,821	*
Ghisallo Master Fund LP[21]	700,000	700,000	—	—	—	—	—	—
Linden Capital L.P.[22]	1,941,650	350,000	1,591,650	1.1 %	1,199,745	—	1,199,745	*
Lion Point Master, LP[23]	100,000	100,000	—	—	—	—	—	—
Marshall Wace Investment Strategies[24]	1,449,823	696,100	753,723	*	334,334	—	334,334	*
Integrated Core Strategies (US) LLC[25]	4,169,345	668,500	3,500,845	2.5 %	207,084	—	207,084	*
Riverview Group LLC[25]	1,350,000	100,000	1,250,000	*	612,035	—	612,035	*
BMO Nesbitt Burns ITF MMCAP International Inc. SPC for and on behalf of MMCAP Master Segregated Portfolio Account: 402-21506-29[26]	200,000	200,000	—	—	—	—	—	—
MMF LT, LLC[27]	1,100,000	700,000	400,000	*	400,000	—	400,000	*
Northern Right Capital (QP), LP[28]	72,500	72,500	—	—	—	—	—	—
NRC SPAC Capital, LP[29]	15,000	15,000	—	—	—	—	—	—
Anna-Maria and Stephen Kellen Foundation, Inc.[30]	17,193	12,500	4,693	—	—	—	—	—
Park West Investors Master Fund, Limited[31]	730,000	730,000	—	—	454,848	—	454,848	*
Park West Partners International, Limited[31]	71,500	71,500	—	—	45,152	—	45,152	*
Polar Multi-Strategy Master Fund[32]	317,739	146,373	171,366	*	89,016	—	89,016	*
Polar Long/Short Master Fund[32]	457,261	203,627	253,634	*	125,832	—	125,832	*
Sachem Head Master LP[33]	336,800	336,800	—	—	—	—	—	—
Sachem Head LP[33]	463,200	463,200	—	—	—	—	—	—

Name of Selling Securityholder	Shares of Common Stock				Warrants to Purchase Common Stock			
	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering
Sylebra Captial Parc Master Fund[34]	1,311,450	1,311,450	—	—	—	—	—	—
BEMAP Master Fund Ltd[35]	188,550	188,550	—	—	—	—	—	—
IAM Investments ICAV-O'Connor Event Driven UCITS Fund[36]	1,190	1,190	—	—	2,468	—	2,468	*
Nineteen77 Global Merger Arbitrage Master Limited[36]	160,965	160,965	—	—	351,161	—	351,161	*
Nineteen77 Global Merger Arbitrage Opportunity Fund[36]	26,880	26,880	—	—	29,854	—	29,854	*
Nineteen77 Global Multi-Strategy Alpha Master Limited[36]	160,965	160,965	—	—	247,352	—	247,352	*
Hexner 2020 Descendants Trust[37]	225,000	100,000	125,000	*	—	—	—	—
Alyeska Master Fund, L.P.[38]	1,864,523	800,000	1,064,523	*	538,963	—	538,963	*
Senator Global Opportunity Master Fund L.P. (39)	1,500,000	1,000,000	500,000	*	—	—	—	—
Schonfeld Strategic 460 Fund LLC[40]	700,000	700,000	—	—	—	—	—	—
Antara Capital Master Fund LP[41]	200,000	200,000	—	—	—	—	—	—
Danone North America Public Benefit Corporation[42]	2,208,362	100,000	2,108,362	1.5 %	—	—	—	—
Nestle Waters S.A.S.[43]	2,208,362	100,000	2,108,362	1.5 %	—	—	—	—
PepsiCo, Inc.[44]	6,468,970	97,500	6,371,470	4.5 %	—	—	—	—
Mitsubishi Gas Chemical Company, Inc.[45]	45,000	45,000	—	—	—	—	—	—
AECI Limited[46]	2,097,408	20,000	2,077,408	1.5 %	—	—	—	—
PM Operating, Ltd[47]	3,663,758	216,667	3,447,091	2.4 %	—	—	—	—
Buff Investment Limited Partnership[48]	363,570	216,667	146,903	*	—	—	—	—
Keith F. Goggin	2,169,881	86,667	2,083,214	1.5 %	—	—	—	—
Evergreen Acquisition I Corp[49]	130,000	130,000	—	—	—	—	—	—
Directors and Officers of Origin Materials and their Affiliated Entities:								
John Bissell[50]	3,748,833	3,748,833	—	—	—	—	—	—
Riley Family Trust[51]	255,893	255,893	—	—	—	—	—	—
Riley Investment Trust I[52]	304,625	304,625	—	—	—	—	—	—
Riley Separate Property Trust[53]	966,075	966,075	—	—	—	—	—	—

Name of Selling Securityholder	Shares of Common Stock				Warrants to Purchase Common Stock			
	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering	Number Beneficially Owned Prior to Offering	Number Registered for Sale Hereby	Number Beneficially Owned After Offering	Percent Owned After Offering
Rich Riley[54]	2,884,419	2,884,419	—	—	—	—	—	—
Charles Drucker[55]	10,529,811	10,389,811	140,000	*	11,326,667	11,326,667	—	—
Stephen and Jill Galowitz JTWROS[56]	532,196	532,196	—	—	—	—	—	—
The Galowitz Family 2021 Trust dated February 16, 2021 with Lester E. Lipschutz as Trustee[57]	532,196	532,196	—	—	—	—	—	—
Stephen Galowitz[58]	895,504	895,504	—	—	—	—	—	—
Joshua Lee[59]	149,521	149,521	—	—	—	—	—	—
Nate Whaley[60]	598,605	598,605	—	—	—	—	—	—
William Harvey[61]	225,439	225,439	—	—	—	—	—	—
Boon Sim[62]	9,879,811	9,679,811	200,000	*	11,326,667	11,326,667	—	—
Karen Richardson	487,551	432,858	54,693	*	—	—	—	—
Benno Dorer	141,019	100,000	41,019	*	—	—	—	—
Pia Heidenmark Cook	124,489	100,000	24,489	*	—	—	—	—
Kathleen Fish	131,989	100,000	31,989	*	—	—	—	—
Other Holder of Registration Rights pursuant to the Registration Agreement:								
Artius Acquisition Partners LLC[62]	4,660,000	4,660,000	—	—	11,326,667	11,326,667	—	—

* Less than one percent.

(1) Apollo A-N Credit Management, LLC serves as the investment manager for Apollo A-N Credit Fund (Delaware), L.P. and Apollo A-N Credit Fund (DEL), LP Overflow 2. Apollo Moultrie Credit Fund Management, LLC is the investment manager of Apollo Moultrie Credit Fund, L.P. and the investment manager of Apollo Lincoln Fixed Income Fund, L.P. is Apollo Lincoln Fixed Income Management, LLC. Apollo Atlas Management, LLC serves as the investment manager of Apollo Atlas Master Fund, LLC.

Apollo Capital Management, L.P. serves as the sole member of Apollo A-N Credit Management, LLC, Apollo A-N Credit Fund (DEL), LP Overflow 2, Apollo Moultrie Credit Fund Management, LLC, Apollo Lincoln Fixed Income Management, LLC and Apollo Atlas Management, LLC. Apollo Capital Management GP, LLC serves as the general partner of Apollo Capital Management, L.P (collectively, with other affiliates, the "Apollo Entities"). Apollo Management Holdings, L.P. serves as the sole member and manager of Apollo Capital Management GP, LLC and Apollo Management Holdings GP, LLC serves as the general partner of Apollo Management Holdings, L.P.

Apollo Credit Strategies Master Fund Ltd. is the sole member of Apollo PPF Credit Strategies, LLC. Apollo ST Fund Management LLC serves as the investment manager for Apollo Credit Strategies Master Fund Ltd. Apollo ST Operating LP is the sole member of Apollo ST Management Fund Management LLC. The general partner of Apollo ST Operating LP is Apollo ST Capital LLC. ST Management Holdings, LLC is the sole member of Apollo ST Capital LLC.

The table represents certain transfers between the Apollo Entities that occurred subsequent to June 25, 2021. The address of each of the Apollo Entities listed is c/o Apollo Capital Management L.P., One Manhattanville Road, Suite 201, Purchase, New York 10577.

Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(2) Parvinder Thiara owns Athanor International Fund GP, LP, the general partner of Athanor International Master Fund, LP and Athanor Capital Partners, LP, the general partner of Athanor Master Fund, LP, and may be deemed to have voting and dispositive power over the securities held by the selling securityholders. The address for the selling securityholder is c/o Mourant Ozannes Corporate Services, 94 Solaris Avenue, PO Box 1348, Camana Bay, Grand Cayman, KY1-1108, Cayman Islands.

(3) Mr. Ronald Baron has voting and/or investment control over the shares held by Baron Small Cap Fund. Mr. Baron disclaims beneficial ownership of the shares held by Baron Small Cap Fund, Baron Capital Management, Inc. is the investment adviser to, and thereby controls the voting and disposition of, securities held by Baron Innovators Fund LP. Baron Capital Management GP, LLC, a Delaware limited liability company, is the general partner of Baron Innovators Fund LP and Mr. Ronald Baron is the control person of Baron Innovators Fund LP. The address for each of the entities listed is 767 Fifth Avenue, 49th Floor, New York, New York 10153. Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(4) Reflects securities held directly by Blackstone Aqua Master Sub-Fund, a sub-fund of Blackstone Global Master Fund ICAV (the "Aqua Fund"). Blackstone Alternative Solutions L.L.C. is the investment manager of the Aqua Fund. Blackstone Holdings I L.P. is the sole member of Blackstone Alternative Solutions L.L.C. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings I L.P. The Blackstone Group Inc. is the sole member of Blackstone Holdings I/II GP L.L.C. Blackstone Group Management L.L.C. is the sole holder of the Series II preferred stock of The Blackstone Group Inc. Blackstone Group Management L.L.C. is wholly owned by its senior managing directors and controlled by its founder, Stephen A. Schwarzman. Each of such Blackstone entities and Mr. Schwarzman may be deemed to beneficially own the securities beneficially owned by the Aqua Fund directly or indirectly controlled by it or him, but each (other than the Aqua Fund to the extent of its direct holdings) disclaims beneficial ownership of such securities. The address of each of the entities listed is c/o The Blackstone Group Inc., 345 Park Avenue, New York, New York 10154. Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(5) Andrew Dodd and Michael Bell are directors of Millais Limited, and may be deemed to have voting and dispositive power over the securities held by the Selling Securityholder, but each disclaims beneficial ownership of such securities. Millais Limited's principal place of business is 767 5th Ave., 9th Fl., New York, NY 10153.

(6) Edward Lees and Ulrik Fugmann, co-Portfolio Managers, on behalf of BNP Paribas Asset Management UK Limited, may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the entity is 5 Aldermanbury Square, London, UK EC2V 7BP. Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(7) Capital Research and Management Company ("CRMC") is the investment adviser for SMALLCAP World Fund, Inc. ("SCWF"). For purposes of the reporting requirements of the Exchange Act, CRMC and Capital World Investors ("CWI") may be deemed to be the beneficial owner of the shares of common stock held by SCWF; however, each of CRMC and CWI expressly disclaims that it is, in fact, the beneficial owner of such securities. Brady L. Enright, Julian N. Abdey, Jonathan Knowles, Gregory W. Wendt, Peter Eliot, Bradford F. Freer, Leo Hee, Roz Hongsaranagon, Harold H. La, Dimitrije Mitrinovic, Aidan O'Connell, Samir Parekh, Andraz Razen, Renaud H. Samyn, Dylan Yolles, Michael Beckwith, and Arun Swaminathan, as portfolio managers, have voting and investment powers over the shares held by SCWF. The address for SCWF is c/o Capital Research and Management Company, 333 S. Hope St., 50th Floor, Los Angeles, California 90071. SCWF acquired the securities being registered hereby in the ordinary course of its business.

(8) Pursuant to a portfolio management agreement, Citadel Advisors LLC, an investment advisors registered under the U.S. Investment Advisors Act of 1940 ("CAL"), holds the voting and dispositive power with respect to the shares held by Citadel Multi-Strategy Equities Master Fund Ltd. Citadel Advisors Holdings LP ("CAH") is the sole member of CAL. Citadel GP LLC is the general partner of CAH. Kenneth Griffin ("Griffin") is the President and Chief Executive Officer of and sole member of Citadel GP LLC. Citadel GP LLC and Griffin may be deemed to be the beneficial owners of the stock through their control of CAL and/ or certain other affiliated entities. The address for the entity is 5131 South Dearborn Street, Chicago, IL 60603.

(9) D. E. Shaw Valence Portfolios, L.L.C. has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares directly owned by it (the "Subject Shares").

D. E. Shaw & Co., L.P. ("DESCO LP"), as the investment adviser of D. E. Shaw Valence Portfolios, L.L.C., may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. D. E. Shaw & Co., L.L.C. ("DESCO LLC"), as the manager of D. E. Shaw Valence Portfolios, L.L.C., may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. Julius Gaudio, Maximilian Stone, and Eric Wepsic, or their designees, exercise voting and investment control over the Subject Shares on DESCO LP's and DESCO LLC's behalf.

D. E. Shaw & Co., Inc. ("DESCO Inc."), as general partner of DESCO LP, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. D. E. Shaw & Co. II, Inc. ("DESCO II Inc."), as managing member of DESCO LLC, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. None of DESCO LP, DESCO LLC, DESCO Inc., or DESCO II Inc. owns any shares directly, and each such entity disclaims beneficial ownership of the Subject Shares.

David E. Shaw does not own any shares directly. By virtue of David E. Shaw's position as President and sole shareholder of DESCO Inc., which is the general partner of DESCO LP, and by virtue of David E. Shaw's position as President and sole shareholder of DESCO II Inc., which is the managing member of DESCO LLC, David E. Shaw may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares and, therefore, David E. Shaw may be deemed to be the beneficial owner of the Subject Shares. David E. Shaw disclaims beneficial ownership of the Subject Shares. The address for the selling stockholder is 1166 Avenue of the Americas, 9th Floor, New York, New York 10036. Based on

information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(10) D. E. Shaw Oculus Portfolios, L.L.C. has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares directly owned by it (the "Subject Shares").

D. E. Shaw & Co., L.P. ("DESCO LP"), as the investment adviser of D. E. Shaw Oculus Portfolios, L.L.C., may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. D. E. Shaw & Co., L.L.C. ("DESCO LLC"), as the manager of D. E. Shaw Oculus Portfolios, L.L.C., may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. Julius Gaudio, Maximilian Stone, and Eric Wepsic, or their designees, exercise voting and investment control over the Subject Shares on DESCO LP's and DESCO LLC's behalf.

D. E. Shaw & Co., Inc. ("DESCO Inc."), as general partner of DESCO LP, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. D. E. Shaw & Co. II, Inc. ("DESCO II Inc."), as managing member of DESCO LLC, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares. None of DESCO LP, DESCO LLC, DESCO Inc., or DESCO II Inc. owns any shares directly, and each such entity disclaims beneficial ownership of the Subject Shares.

David E. Shaw does not own any shares directly. By virtue of David E. Shaw's position as President and sole shareholder of DESCO Inc., which is the general partner of DESCO LP, and by virtue of David E. Shaw's position as President and sole shareholder of DESCO II Inc., which is the managing member of DESCO LLC, David E. Shaw may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares and, therefore, David E. Shaw may be deemed to be the beneficial owner of the Subject Shares. David E. Shaw disclaims beneficial ownership of the Subject Shares. The address for the selling stockholder is 1166 Avenue of the Americas, 9th Floor, New York, New York 10036. Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(11) Voting and dispositive authority over the PIPE Shares is held by Davidson Kempner Capital Management LP ("DKCM"). Anthony A. Yoseloff, Eric P. Epstein, Conor Bastable, Shulamit Leviant, Morgan P. Blackwell, Patrick W. Dennis, Gabriel T. Schwartz, Zachary Z. Altschuler, Joshua D. Morris and Suzanne K. Gibbons, through DKCM, are responsible for the voting and investment decisions relating to the PIPE Shares. Each of the aforementioned entities and individuals disclaims beneficial ownership of the PIPE Shares held by any other entity or individual named in this footnote except to the extent of such entity or individual's pecuniary interest therein, if any. The address of each of the entities and individuals in this footnote is c/o Davidson Kempner Capital Management LP, 520 Madison Avenue, 30th Floor, New York, New York 10022.

(12) DSAM Partners (London) Ltd. (the "Investment Advisor") is the investment advisor to the Holder and as such may be deemed to have voting and investment power over the securities held by the Holder. The Investment Advisor is ultimately controlled by Mr. Guy Shahar. The Holder and Mr. Shahar disclaim beneficial ownership of the securities listed above. The address for the selling stockholder is c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

(13) Shares held by Electron Infrastructure Master Fund L.P. The general partner of Electron Infrastructure Master Fund L.P. is Electron Infrastructure GP LLC. James O. Shaver is the managing member of Electron Infrastructure GP LLC. The address of each entity and Mr. Shaver is 10 East 53rd Street, 19th Floor, New York, NY 10022.

(14) Shares held by Electron Global Master Fund L.P. The general partner of Electron Global Master Fund L.P. is Electron GP LLC. James O. Shaver is the managing member of Electron GP LLC. The address of each entity and Mr. Shaver is 10 East 53rd Street, 19th Floor, New York, NY 10022.

(15) Voting and investment power over the shares held by Boothbay Absolute Return Strategies, LP resides with Electron Capital Partners, its Sub-Investment Manager. James O. Shaver is the managing member of Electron Capital Partners. The address of each entity and Mr. Shaver is 10 East 53rd Street, 19th Floor, New York, NY 10022.

(16) Voting and investment power over the shares held by AGR Trading SPC-Series EC Segregated Portfolio resides with Electron Capital Partners, its Sub-Investment Manager. James O. Shaver is the managing member of Electron Capital Partners. The address of each entity and Mr. Shaver is 10 East 53rd Street, 19th Floor, New York, NY 10022.

(17) Goh Yew Lin may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 50 Raffles Place, #33-00 Singapore Land Tower, Singapore 048623.

(18) Governors Lane LP serves as the investment advisor to Governors Lane Master Fund LP (the "Fund"). Governors Lane Fund General Partner LLC serves as the general partner of the Fund. Mr. Isaac Corre is the managing member of both Governors Lane Fund General Partner LLC and Governors Lane GP LLC, the general partner of Governors Lane LP. The address for each entity and person described in this paragraph is c/o Governors Lane LP, 510 Madison Avenue, 11th Floor, New York, NY 10022.

(19) Sean Kallir is CEO and PM of HGC Investment Management Inc, the investment manager of The HGC Fund LP, and may be deemed to have voting and dispositive power of the securities held by the selling securityholder. The address for the selling stockholder is 601-366 Adelaide St. W, Toronto, Ontario M5V IR9, Canada.

(20) Jane Street Global Trading, LLC is a wholly owned subsidiary of Jane Street Group, LLC. Michael A. Jenkins and Robert. A. Granieri are the members of the Operating Committee of Jane Street Group, LLC. The address for Jane Street Group, LLC is 250 Vesey Street, 3rd Floor, New York, New York 10281. Based on information provided to us by the selling securityholder, the selling securityholder may be deemed to be an affiliate of a broker-dealer. Based on such information, the selling securityholder acquired the shares being registered hereunder in the ordinary course of business, and at the time of the acquisition of the shares, the selling securityholder did not have any agreements or understandings with any person to distribute such shares.

(21) Michael Germino is the Authorized Signatory of the General Partner of Ghisallo Capital Management LLC, the investment manager of Ghisallo Master Fund LP, and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 27 Hospital Road, George Town, Grand Cayman,KY1-9008, Cayman Islands.

(22) The securities directly held by Linden Capital L.P. are indirectly held by Linden Advisors LP (the investment manager of Linden Capital L.P.), Linden GP LLC (the general partner of Linden Capital L.P.), and Mr. Siu Min (Joe) Wong (the principal owner and the controlling person of Linden Advisors LP and Linden GP LLC). Linden Capital L.P., Linden Advisors LP, Linden GP LLC and Mr. Wong share voting and dispositive power with respect to the securities held by Linden Capital L.P. The address for the selling stockholder is c/o Linden Advisors LP, 590 Madison Ave, 15th Floor, New York, New York 10022.

(23) Lion Point Capital, LP is the investment adviser to, and thereby controls the voting and disposition of, securities held by Lion Point Master, LP. Lion Point Holdings GP, LLC is the general partner of Lion Point Capital LP, and Didric Cederholm is the control person of Lion Point Capital, LP. Their address is 250 W 55th Street, 33rd Floor, New York NY 10019.

(24) Number of shares registered for sale includes: (i) 16,825 shares held by Marshall Wace Investment Strategies Systematic Alpha Plus Fund, (ii) 35,734 shares held by Marshall Wace Investment Strategies TOPS Fund, (iii) 58.269 shares held by Marshall Wace Investment Strategies Market Neutral TOPS Fund and (iv) 585,272 shares held by Marshall Wace Investment Strategies Eureka Fund (collectively, the "Marshall Wace Funds"). Marshall Wace, LLP, a limited liability partnership formed in England (the "Investment Manager"), is the investment manager of each of the Marshall Wace Funds. Each of the Marshall Wace Funds are sub-trusts of Marshall Wace Investment Strategies, an umbrella unit trust established in Ireland with limited liability between sub-trusts. The Investment Manager has delegated certain authority for US operations and trading to Marshall Wace North America L.P. Each of the foregoing other than the Investment Manager disclaims beneficial ownership of the securities listed above. The address of the Marshall Wace Funds and the Investment Manager, is 32 Molesworth Street, Dublin 2, Ireland.

(25) Integrated Core Strategies (US) LLC, a Delaware limited liability company ("Integrated Core Strategies"), beneficially owned 4,376,429 shares of Common Stock consisting of: (i) 668,500 shares of Common Stock purchased in a private placement pursuant to a subscription agreement dated February 16, 2021 (the "PIPE"); (ii) an additional 3,500,845 shares of Common Stock acquired separately from the PIPE; and (iii) 207,084 shares of Common Stock issuable upon exercise of certain warrants.

Riverview Group LLC, a Delaware limited liability company ("Riverview Group"), beneficially owns 1,962,035 shares of Common Stock consisting of: (i) 100,000 shares of Common Stock purchased in the PIPE; (ii) an additional 1,250,000 shares of Common Stock acquired separately from the PIPE; and (iii) 612,035 shares of Common Stock issuable upon exercise of certain warrants.

ICS Opportunities, Ltd., an exempted company organized under the laws of the Cayman Islands ("ICS Opportunities"), beneficially owns 43,334 shares of Common Stock (consisting of 1 share of Common Stock and 43,333 shares of Common Stock issuable upon exercise of certain warrants). ICS Opportunities is an affiliate of Integrated Core Strategies and Riverview Group.

Millennium International Management LP, a Delaware limited partnership ("Millennium International Management"), is the investment manager to ICS Opportunities and may be deemed to have shared voting control and investment discretion over securities owned by ICS Opportunities.

Millennium Management LLC, a Delaware limited liability company ("Millennium Management"), is the general partner of the managing member of Integrated Core Strategies and Riverview Group and may be deemed to have shared voting control and investment discretion over securities owned by Integrated Core Strategies and Riverview Group. Millennium Management is also the general partner of the 100% owner of ICS Opportunities and may also be deemed to have shared voting control and investment discretion over securities owned by ICS Opportunities.

Millennium Group Management LLC, a Delaware limited liability company ("Millennium Group Management"), is the managing member of Millennium Management and may also be deemed to have shared voting control and investment discretion over securities owned by Integrated Core Strategies and Riverview Group. Millennium Group Management is also the general partner of Millennium International Management and may also be deemed to have shared voting control and investment discretion over securities owned by ICS Opportunities.

The managing member of Millennium Group Management is a trust of which Israel A. Englander, a United States citizen, currently serves as the sole voting trustee. Therefore, Mr. Englander may also be deemed to have shared voting control and investment discretion over securities owned by Integrated Core Strategies, Riverview Group and ICS Opportunities.

The foregoing should not be construed in and of itself as an admission by Millennium International Management, Millennium Management, Millennium Group Management or Mr. Englander as to beneficial ownership of the securities owned by Integrated Core Strategies, Riverview Group or ICS Opportunities, as the case may be. The address for the listed entities is c/o Millennium Management LLC, 399 Park Avenue, New York, New York 10022.

(26) Matthew MacIsaac is the Secretary of MM Asset Management Inc. and investment advisor to MMCAP International Inc. SPC, the registered holder, and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for selling stockholder is c/o Mourant Governance Service (Cayman) Ltd., 94 Solaris Ave., Grand Cayman, KY1-1108, Cayman Islands.

(27) Moore Capital Management, LP, the investment manager of MMF LT, LLC, has voting and investment control of the shares held by MMF LT, LLC. Mr. Louis M. Bacon controls the general partner of Moore Capital Management, LP and may be deemed the beneficial owner of our shares held by MMF LT, LLC. Mr. Bacon also is the indirect majority owner of MMF LT, LLC. The address of MMF LT, LLC, Moore Capital Management, LP and Mr. Bacon is 11 Times Square, New York, New York 10036.

(28) Matthew Drapkin is the Managing Member of BC Advisors, LLC, general partner of Northern Right Capital Management, LP, general partner of Northern Right Capital (QP), LP, and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. Mr. Drapkin disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein. The address for the selling securityholder is 9 Old Kings Hwy. S., 4th Floor, Darien, CT 06820.

(29) Matthew Drapkin is the Managing Member of BC Advisors, LLC, general partner of Northern Right Capital Management, LP, general partner of NRC SPAC Capital, LP, and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. Mr. Drapkin disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein. The address for the selling securityholder is 9 Old Kings Hwy. S., 4th Floor, Darien, CT 06820.

(30) Matthew Drapkin is the Managing Member of BC Advisors, LLC, general partner of Northern Right Capital Management, LP, investment advisor with delegated authority to vote and dispose of securities in Anna- Maria and Stephen Kellen Foundation, Inc. Mr. Drapkin disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein. The address for the Anna-Maria and Stephen Kellen Foundation, Inc. is 1345 Avenue of the Americas, 47th Floor, New York, New York 10105.

(31) Park West Asset Management LLC is the investment manager to Park West Investors Master Fund, Limited and Park West Partners International, Limited, and Peter S. Park, through one or more affiliated entities, is the controlling manager of Park West Asset Management LLC. The address for the selling stockholders is 1900 Larkspur Landing Circle, Suite 165, Attn: Jacia Monaco, Larkspur, CA 94339.

(32) Polar Long/Short Master Fund and Polar Multi-Strategy Master Fund ("Polar Funds") are under management by Polar Asset Management Partners Inc. ("PAMPI"). PAMPI serves as investment advisor of the Polar Funds and has control and discretion over the shares held by the Polar Funds. As such, PAMPI may be deemed the beneficial owner of the shares held by the Polar Funds. PAMPI disclaims any beneficial ownership of the reported shares other than to the extent of any pecuniary interest therein. The business address of the Polar Funds is c/o Polar Asset Management Partners Inc., 401 Bay Street, Suite 1900, Toronto, Ontario M5H 2Y4.

(33) Sachem Head LP ("SHLP") and Sachem Head Master LP ("SH Master" and together with SHLP, the "Sachem Head Funds") originally subscribed to receive 463,200 PIPE Shares and 336,800 PIPE Shares, respectively, in the transaction. Pursuant to the Assignment and Assumption Agreement by and between SHLP and SH Master dated June 16, 2021, SH Master assigned the right to receive 6,720 PIPE Shares to SHLP, so that SHLP will receive 469,920 PIPE Shares in the transaction and SH Master will receive 330,080 PIPE Shares in the transaction.
Sachem Head Capital Management LP ("SHCM"), as the investment adviser to the Sachem Head Funds, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the PIPE Shares received by the Sachem Head Funds. As the general partner of SHCM, Uncas GP LLC ("Uncas") may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the PIPE Shares received by the Sachem Head Funds. As the general partner of each of the Sachem Head Funds, Sachem Head GP LLC ("Sachem Head GP") may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) the PIPE Shares received by the Sachem Head Funds. By virtue of Scott D. Ferguson's position as the managing partner of SHCM and the managing member of Uncas and Sachem Head GP, Scott D. Ferguson may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the PIPE Shares. The address for the listed entities is c/o Sachem Head Capital Management LP, 250 West 55th Street, 34th Floor, New York, New York 10019.

(34) Sylebra Capital Management may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling securityholder is c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands.

(35) Sylebra Capital Limited as Sub-Manager of BEMAP Master Fund Ltd. may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling securityholder is 345 Park Avenue, 29th Floor, New York, New York 10154.

(36) Kevin Russell is the Chief Investment Officer of UBS O'Connor LLC, the investment manager of the selling securityholder, and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling securityholder is c/o UBS O'Connor LLC, One North Wacker Drive, 31st Floor, Chicago, IL 60606.

(37) Thomas S. Hexner is trustee of the selling securityholder and may be deemed to have voting and dispositive power over the securities held by the selling securityholder.

(38) Alyeska Investment Group, L.P., the investment manager of the selling securityholder, has voting and investment control of the shares held by the selling securityholder. Anand Parekh is the Chief Executive Officer of Alyeska Investment Group, L.P. and may be deemed to be the beneficial owner of such shares. Mr. Parekh, however, disclaims any beneficial ownership of the shares held by the selling securityholder. The address for the selling stockholder is 77 W. Wacker, Suite 700, Chicago, IL 60601.

(39) Senator Investment Group LP ("Senator") is investment manager of the selling securityholder and may be deemed to have voting and dispositive power with respect to the shares. The general partner of Senator is Senator Management LLC (the "Senator GP"). Douglas Silverman controls Senator GP, and, accordingly, may be deemed to have voting and dispositive power with respect to the shares held by this selling securityholder. Mr. Silverman disclaims beneficial ownership of the shares held by the selling securityholder. The address for the entity is c/o Senator Investment Group LP, 510 Madison Avenue, 28th Floor, New York, New York 10022.

(40) Thomas Wynn is Chief Compliance Officer of Schonfeld Strategic 460 Fund LLC and may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 460 Park Avenue, 19th Floor, New York, New York 10022.

(41) Antara Capital LP, a Delaware limited partnership serves as the investment manager (the "Investment Manager") to certain funds it manages and designees and may be deemed to have voting and dispositive power with respect to the ordinary shares held by the Antara Funds (defined below). Antara Capital Fund GP LLC, a Delaware limited liability company, serves as the general partner of Antara Capital Onshore Fund LP (the "Onshore Fund") and Antara Capital Master Fund LP (the "Master Fund"). Antara Capital Offshore Fund Ltd (the "Offshore Fund" and together with the Fund and the Master Fund, the "Antara Funds") is an exempted company incorporated under the laws of the Cayman Islands. Himanshu Gulati is the Managing Member of Investment Manager and, accordingly, may be deemed to have voting and dispositive power with respect to the shares held by the Antara Funds. Mr. Gulati disclaims beneficial ownership of the ordinary shares held by the Antara Funds except to the extent of any pecuniary interest. The business address of the foregoing persons is 500 5th Avenue, Suite 2320, New York, New York 10110.

(42) Danone North America Public Benefit Corporation may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 1 Maple Avenue, White Plains, New York 10605.

(43) Massimo Casella, a Nestle manager, was a member of the board of directors of our subsidiary and resigned in connection with the Business Combination. The address for the selling stockholder is 34-40 rue Guynwmwe, R.C.S. Nanterre N° 560 200 537, Issy-les-moulineaux, 92130, France.
(44) PepsiCo, Inc. may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 700 Anderson Hill Road, Purchase, New York 10577.
(45) Mitsubishi Gas Chemical Company, Inc. directly holds 45,000 shares of Common Stock. The address for the selling stockholder is Mitsubishi Building 5-2, Marunouchi 2-chome Chiyoda-ku, Tokyo, 1008324, Japan.
(46) AECI Limited may be deemed to have voting and dispositive power over the securities held by the selling securityholder. The address for the selling stockholder is 20 Woodlands Drive, AECI Place, Buildings 23 & 24, Woodmead, Sandton, 2171, South Africa.
(47) Anne M. Smalling, CEO of PMOP GP LLC, is the sole GP of PM Operating, Ltd. Ms. Smalling is the sole member of AMS GP, LLC, which owns 100% of PMOP GP, LLC. The address for Ms. Smalling is 12211 Technology Blvd., Austin, TX 78727.
(48) Kristin P. Millar, Katharine B. Leraris and Jon C. Buff share investing and voting rights for Buff Investment Limited Partnership. The address for the entity is c/o Todd Vanett, Stradley Ronon Stevens & Young, 2005 Market Street, Suite 2600, Philadelphia, PA 19103.
(49) Lior Amram is the sole manager of Evergreen Acquisition I Corp and may be deemed to hold sole voting and dispositive power over the Common Stock shares held by this entity. The principal business address for Mr. Amram is c/o Evergreen Capital, L.P. 551 Fifth Avenue, Suite 2100, New York, New York 10176.
(50) Mr. Bissell is our Co-Chief Executive Officer and a member of our board of directors. Consists of: (i) 634,943 shares of Common Stock held directly; (ii) 683,928 shares of Common Stock issuable upon the achievement of certain earnout provisions; and (iii) 2,429,962 shares of Common Stock issuable upon the exercise of both vested and unvested stock options ("Bissell Options"). Of the Bissell Options: (i) 948,430 shares of Common Stock are currently vested; (ii) 529,119 shares of Common Stock are subject to monthly vesting for 48 months from June 25, 2021 (the "Bissell Vesting Commencement Date"): (iii) 211,647 shares of Common Stock will vest upon achievement of a 10-day $15 trading price during the 3 years following the Bissell Vesting Commencement Date; (iv) 317,471 shares of Common Stock will vest upon achievement of a 10-day $25 trading price during the 5 years following the Bissell Vesting Commencement Date; and (v) 423,295 shares of Common Stock will vest upon achievement of a 10-day $50 trading price during the 5 years following the Bissell Vesting Commencement Date.
(51) Consists of: (i) 189,668 shares of Common Stock held by the Riley Family Trust and (ii) 66,225 shares of Common Stock issuable upon the achievement of certain earnout provisions. Mr. Riley is co-trustee of Riley Family Trust and by virtue of his shared control over Riley Family Trust, may be deemed to beneficially own the shares of Common Stock held by Riley Family Trust. Mr. Riley is our Co-Chief Executive Officer and a member of our board of directors.
(52) Consists of: (i) 229,415 shares of Common Stock held by the Riley Investment Trust I and (ii) 75,210 shares of Common Stock issuable upon the achievement of certain earnout provisions. Mr. Riley is sole trustee of Riley Investment Trust I and may be deemed to hold sole voting and dispositive power over the Common Stock shares held by the selling securityholder. Mr. Riley is our Co-Chief Executive Officer and a member of our board of directors.
(53) Consists of: (i) 707,832 shares of Common Stock held by the Riley Separate Property Trust and (ii) 258,243 shares of Common Stock issuable upon the achievement of certain earnout provisions. Mr. Riley is sole trustee of Riley Separate Property Trust and may be deemed to hold sole voting and dispositive power over the Common Stock shares held by the selling securityholder. Mr. Riley is our Co-Chief Executive Officer and a member of our board of directors.
(54) Mr. Riley is our Co-Chief Executive Officer and a member of our board of directors. Consists of: (i) 344,649 shares of Common Stock issuable upon the achievement of certain earnout provisions and (ii) 2,539,770 shares of Common Stock issuable upon the exercise of both vested and unvested stock options ("Riley Options"). Of the Riley Options: (i) 820,134 shares of Common Stock are currently vested; (ii) 1,190,518 shares of Common Stock are subject to monthly vesting for 36 months from June 25, 2021 (the "Riley Vesting Commencement Date"); (iii) 211,647 shares of Common Stock will vest upon achievement of a 10-day $15 trading price during the 3 years following the Riley Vesting Commencement Date; and (iv) 317,471 shares of Common Stock will vest upon achievement of a 10-day $25 trading price during the 5 years following the Riley Vesting Commencement Date.
(55) Consists of 4,660,000 shares of our Common Stock and 11,326,667 Private Placement Warrants held of record by Artius Acquisition Partners LLC. Mr. Drucker is one of the founding members of Artius Acquisition Partners LLC and shares voting and investment power with respect to the shares and warrants held by Artius Acquisition Partners LLC. The shares and warrants beneficially owned by Artius Acquisition Partners LLC may also be deemed to be beneficially owned by Mr. Drucker. See footnote 63. Also consists of 790,000 shares held of record directly by Mr. Drucker and 5,079,811 shares received by WCBRP LLC in the Distribution, for which Mr. Drucker serves as a managing member. Mr. Drucker is a member of our board of directors. The address for Mr. Drucker is 3 Columbus Circle, Suite 2215, New York, NY 10019.
(56) Consists of (i) 391,157 shares of Common Stock held by Stephen and Jill Galowitz JTWROS and (ii) 141,039 shares of Common Stock issuable to the selling securityholder subject to certain earnout provisions. Stephen and Jill Galowitz may be deemed to have voting and dispositive power over the securities held by the selling securityholder. Mr. Galowitz is our Chief Commercial Officer.
(57) Consists of: (i) 391,157 shares of Common Stock held by The Galowitz Family 2021 Trust dated February 16, 2021 with Lester E. Lipschutz as Trustee and (ii) 141,039 shares of Common Stock issuable to the selling securityholder upon the achievement of certain earnout provisions. Stephen Galowitz, our Chief Commercial Officer, may be deemed to have voting and dispositive power over the securities held by the selling securityholder.
(58) Mr. Galowitz is our Chief Commercial Officer. Consists of: (i) 266,562 shares of Common Stock issuable upon the achievement of certain earnout provisions and (ii) 634,942 shares of Common Stock issuable upon the exercise of fully vested stock options.

(59) Mr. Lee is our General Counsel. Consists of: (i) 43,698 shares of Common Stock issuable upon the achievement of certain earnout provisions and (ii) 105,823 shares of Common Stock issuable upon the exercise of fully vested stock options.

(60) Mr. Whaley is our Chief Financial Officer. Consists of: (i) 69,486 shares of Common Stock issuable upon the achievement of certain earnout provisions and (ii) 529,119 shares of Common Stock issuable upon the exercise of both vested and unvested stock options (the "Whaley Options"). Of the Whaley Options: (i) 25% of the shares of Common Stock subject to the Whaley Option vested on March 1, 2020 and 1/48th of the shares of Common Stock shall vest on each monthly anniversary thereafter.

(61) Mr. Harvey is a member of our board of directors. Consists of: (i) 66,705 shares of Common Stock issuable upon the achievement of certain earnout provisions and (ii) 158,734 shares of Common Stock issuable upon the exercise of fully vested stock options.

(62) Consists of 4,660,000 shares of our Common Stock and 11,326,667 Private Placement Warrants held of record by Artius Acquisition Partners LLC. Mr. Sim is one of the founding members of Artius Acquisition Partners LLC and shares voting and investment power with respect to the shares and warrants held by Artius Acquisition Partners LLC. The shares and warrants beneficially owned by Artius Acquisition Partners LLC may also be deemed to be beneficially owned by Mr. Sim. See footnote 63. Also consists of 5,219,811 shares held of record directly by Mr. Sim, 5,079,811 of which were received in the Distribution. Mr. Sim is a member of our board of directors.

(63) Boon Sim and Charles Drucker are the founding members of Artius Acquisition Partners LLC and together exercise voting and investment power with respect to the securities held by Artius Acquisition Partners LLC. The securities beneficially owned by Artius Acquisition Partners LLC may also be deemed to be beneficially owned by Mr. Sim and Mr. Drucker. Mr. Sim and Mr. Drucker are members of our board of directors. The address for the selling stockholder is 3 Columbus Circle, Suite 2215, New York, NY 10019.

DESCRIPTION OF OUR SECURITIES

The following description summarizes the most important terms of our capital stock. This summary is qualified by reference to the complete text of our amended and restated certificate of incorporation and bylaws filed as exhibits to the registration statement of which this prospectus forms a part.

Authorized and Outstanding Stock

Our authorized capital stock consists of:

- 1,000,000,000 shares of Common Stock, $0.0001 par value per share; and
- 10,000,000 shares of undesignated Preferred Stock, $0.0001 par value per share.

As of July 22, there were 142,378,934, shares of Common Stock issued and outstanding.

We are authorized, without stockholder approval except as required by the listing standards of Nasdaq, to issue additional shares of our capital stock.

The following statements are summaries only of provisions of our authorized capital stock and are qualified in their entirety by our certificate of incorporation, as amended. You should review these documents for a description of the rights, restrictions and obligations relating to our capital stock. Copies of our certificate of incorporation may be obtained from the Company upon written request.

Voting Rights

Holders of our Common Stock are entitled to one vote per share on all matters submitted to a vote of stockholders.

The Certificate of Incorporation prohibits cumulative voting for the election of directors unless otherwise provided by law.

Dividend Rights

Subject to preferences that may apply to any shares of Preferred Stock outstanding at the time, the holders of our Common Stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine.

No Preemptive or Similar Rights

Our Common Stock will not be entitled to preemptive rights, and are not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to the stockholders would be distributable ratably among the holders of our Common Stock and any participating Preferred Stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of Preferred Stock.

Fully Paid and Non-Assessable

All of the outstanding shares of our Common Stock are fully paid and non-assessable.

Preferred Stock

Our board of directors is authorized, subject to limitations prescribed by Delaware law, to issue Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, vesting, powers, preferences, and rights of the shares of each series and any of its qualifications, limitations, or restrictions, in each case without further vote or action by the stockholders. Our board of directors can also increase or decrease the number of shares of any series of Preferred Stock, but not below the number of shares of that series then outstanding, without any further vote or action by the stockholders.

Our board of directors may authorize the issuance of Preferred Stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our Common Stock. The issuance of Preferred Stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring, or preventing a change in control of the Company and may adversely affect the market price of our Common Stock and the voting and other rights of the holders of our Common Stock. There are no current plans to issue any shares of Preferred Stock.

Warrants

Public Warrants

Each whole Public Warrant entitles the registered holder to purchase one whole share of our Common Stock at a price of $11.50 per share, subject to adjustment as discussed below, at any time that is 30 days after the completion of the Business Combination. Pursuant to the Warrant Agreement with Continental Stock Transfer & Trust Company dated July 13, 2020 (the "Continental Warrant Agreement"), a warrant holder may exercise its Public Warrants only for a whole number of shares of our Common Stock. The Public Warrants will expire on June 25, 2026, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

We will not be obligated to deliver any shares of our Common Stock pursuant to the exercise of a Public Warrant and will have no obligation to settle such warrant exercise unless a registration statement under the Securities Act with respect to the shares of our Common Stock underlying the Public Warrants is then effective and a prospectus relating thereto is current, subject to our satisfying our obligations described below with respect to registration. No Public Warrant will be exercisable and we will not be obligated to issue shares of our Common Stock upon exercise of a Public Warrant unless our Common Stock issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the Public Warrants.

We will use our best efforts to maintain the effectiveness of a registration statement or the registration, under the Securities Act, of the shares of our Common Stock issuable upon exercise of the Public Warrants, and a current prospectus relating thereto, until the expiration or redemption of the Public Warrants in accordance with the provisions of the Continental Warrant Agreement. Notwithstanding the above, if our Common Stock is at the time of any exercise of a Public Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act, we may, at our option, require holders of Public Warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and pursuant to the terms of the Continental Warrant Agreement and, in the event we so elect, we will not be required to file or maintain in effect a registration statement, but we will be required to use our commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

Redemption of warrants when the price per share of our Common Stock equals or exceeds $18.00. Once the Public Warrants become exercisable, we may call the Public Warrants for redemption:

- in whole and not in part;
- at a price of $0.01 per Public Warrant;

- upon not less than 30 days' prior written notice of redemption (the "30-day redemption period") to each warrant holder; and
- if, and only if, the reported last sale price of our Common Stock equals or exceeds $18.00 per share for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which we send the notice of redemption to the warrant holders.

If and when the Public Warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws.

We have established the last of the redemption criterion discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the warrant exercise price. If the foregoing conditions are satisfied and we issue a notice of redemption of the Public Warrants, each warrant holder will be entitled to exercise its Public Warrant prior to the scheduled redemption date. However, the price of our Common Stock may fall below the $18.00 redemption trigger price as well as the $11.50 (for whole shares) warrant exercise price after the redemption notice is issued.

Redemption of warrants when the price per share of our Common Stock equals or exceeds $10.00. Once the Public Warrants become exercisable, we may call the Public Warrants for redemption:

- in whole and not in part;
- at $0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares determined by reference to the table below, based on the redemption date and the "fair market value" (as defined below) of our Common Stock except as otherwise described below; and
- if, and only if, the closing price of our Common Stock equals or exceeds $10.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant as described under the heading "—Warrants—Public Warrants—Anti-Dilution Adjustments") for any 20 trading days within the 30-trading day period ending three trading days before we send the notice of redemption to the warrant holders.

Beginning on the date the notice of redemption is given until the warrants are redeemed or exercised, holders may elect to exercise their warrants on a cashless basis. The numbers in the table below represent the "redemption prices," or the number of shares of our Common Stock that a warrant holder will receive upon such cashless exercise in connection with a redemption by us pursuant to this redemption feature, based on the "fair market value" of our Common Stock on the corresponding redemption date (assuming holders elect to exercise their warrants and such warrants are not redeemed for $0.10 per warrant), determined based on the volume- weighted average price of our Common Stock during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of Public Warrants, and the number of months that the corresponding redemption date precedes the expiration date of the Public Warrants, each as set forth in the table below.

The share prices set forth in the column headings of the table below will be adjusted as of any date on which the number of shares issuable upon exercise of a warrant is adjusted as set forth in the first three paragraphs under the heading " *—Anti-dilution adjustments*" below. The adjusted stock prices in the column headings will equal the stock prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of shares deliverable upon exercise of a Public Warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a Public Warrant as so adjusted. The number of shares in

the table below shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Public Warrant.

Redemption Date (period to expiration of warrants)	Fair Market Value of Common Stock								
	≤ $10.00	$11.00	$12.00	$13.00	$14.00	$15.00	$16.00	$17.00	≥$18.00
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.348	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361
48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	—	—	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of shares of our Common Stock to be issued for each Public Warrant exercised will be determined by a straight-line interpolation between the number of shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365- or 366-day year, as applicable. Finally, as reflected in the table above, we can redeem the Public Warrants for no consideration in the event that the Public Warrants are "out of the money" (i.e., the trading price of our Common Stock is below the exercise price of the Public Warrants) and about to expire.

As stated above, we can redeem the Public Warrants when the shares of our Common Stock are trading at a price starting at $10.00, which is below the exercise price of $11.50, because it will provide certainty with respect to our capital structure and cash position while providing warrant holders with the opportunity to exercise their warrants on a cashless basis for the applicable number of shares. If we choose to redeem the Public Warrants when the our Common Stock is trading at a price below the exercise price of the Public Warrants, this could result in the warrant holders receiving fewer shares of our Common Stock than they would have received if they had chosen to wait to exercise their warrants for our Common Stock if and when such shares of our Common Stock were trading at a price higher than the exercise price of $11.50.

No fractional shares of our Common Stock will be issued upon exercise. If, upon exercise, a holder would be entitled to receive a fractional interest in a share, we will round down to the nearest whole number of the number of shares of our Common Stock to be issued to the holder.

A holder of a warrant may notify us in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (as specified by the holder) of the our Common Stock outstanding immediately after giving effect to such exercise.

Anti-Dilution Adjustments. If the number of outstanding shares of our Common Stock is increased by a stock dividend payable in shares of our Common Stock, or by a split-up of shares of our Common Stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of our Common Stock issuable on exercise of each Public Warrant will be increased in proportion to such increase in the outstanding shares of our Common Stock. A rights offering to holders of our Common Stock entitling holders to purchase shares of our Common Stock at a price less than the fair market value will be deemed a stock dividend of a number of shares of our Common Stock equal to the product of (a) the number of shares of our Common Stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for our Common Stock) multiplied by (b) 1 minus the quotient of (x) the price per share of our Common Stock paid in such rights offering divided by (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for our Common Stock, in determining the price payable for our Common Stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) fair market value means the volume weighted average price of our Common Stock as reported during the 10 trading day period ending on the trading day prior to the first date on which the shares of our Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

If the number of outstanding shares of our Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of our Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of our Common Stock issuable on exercise of each Public Warrant will be decreased in proportion to such decrease in outstanding shares of our Common Stock.

Whenever the number of shares of our Common Stock purchasable upon the exercise of the Public Warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of our Common Stock purchasable upon the exercise of the Public Warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of our Common Stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of our Common Stock (other than those described above or that solely affects the par value of such shares of our Common Stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding shares of our Common Stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the Public Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Public Warrants and in lieu of the shares of our Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Public Warrants would have received if such holder had exercised their Public Warrants immediately prior to such event. If less than 70% of the consideration received by the holders of our Common Stock in such a transaction is payable in the form of securities or shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the Public Warrant properly exercises the Public Warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the Continental Warrant Agreement based on the Black- Scholes value (as defined in the Continental Warrant Agreement) of the Public Warrant.

The Public Warrants will be issued in registered form under the Continental Warrant Agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. You should review a copy of the Continental Warrant Agreement, which will be filed as an exhibit to the registration statement of which this prospectus is a part, for a complete description of the terms and conditions applicable to the Public Warrants. The Continental Warrant Agreement provides that the terms of the Public Warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 65% of the then outstanding Public Warrants to make any change that adversely affects the interests of the registered holders of Public Warrant.

The Public Warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to us, for the number of Public Warrants being exercised. The warrant holders do not have the rights or privileges of holders of our Common Stock and any voting rights until they exercise their warrants and receive shares of our Common Stock. After the issuance of shares of our Common Stock upon exercise of the Public Warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

No fractional shares will be issued upon exercise of the Public Warrants. If, upon exercise of the Public Warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number of shares of our Common Stock to be issued to the warrant holder.

Private Placement Warrants

The Private Placement Warrants (including the our Common Stock issuable upon exercise of the Private Placement Warrants) will not, subject to certain limited exceptions, be transferred, assigned or sold by our Sponsor until the earliest to occur of (i) 365 days after the date of the Closing, (ii) the first day after the date on which the closing price of the our Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the date of the Closing, or (iii) the date on which we complete a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of our public stockholders having the right to exchange their our Common Stock for cash, securities or other property; and they will not be redeemable by us so long as they are held by our Sponsor or its permitted transferees. Otherwise, the Private Placement Warrants have terms and provisions that are identical to those of the Public Warrants, including as to exercise price, exercisability and exercise period. If the Private Placement Warrants are held by holders other than our Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by us and exercisable by the holders on the same basis as the Public Warrants.

If holders of the Private Placement Warrants elect to exercise them on a cashless basis, they would pay the exercise price by surrendering their warrants for that number of shares of our Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of our Common Stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the “fair market value” (defined below) by (y) the fair market value. The “fair market value” shall mean the average reported last sale price of the our Common Stock for the 10 trading days ending on the third trading day prior to the date on which the notice of warrant exercise is sent to the warrant agent. The reason that we agreed that these warrants will be exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees is because it was not known at the time of issuance whether they would be affiliated with us following the Business Combination. If they remain affiliated with us, their ability to sell our securities in the open market will be significantly limited. We expect to have policies in place that prohibit insiders from selling our securities except during specific periods of time. Even during such periods of time when insiders will be permitted to sell our securities, an insider cannot trade in our securities if such insider is in possession of material non-public information. Accordingly, unlike Public Stockholders who could sell the shares of our Common Stock issuable upon exercise of the Public Warrants freely in the open market, the insiders could be significantly restricted from doing so. As a result, we believe that allowing the holders to exercise such warrants on a cashless basis is appropriate.

Anti-Takeover Provisions

Some provisions of Delaware law, the Certificate of Incorporation and Bylaws contain provisions that could make the following transactions more difficult: an acquisition by means of a tender offer; an acquisition by means of a proxy contest or otherwise; or the removal of incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We are subject to the provisions of Section 203 of the DGCL regulating corporate takeovers. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years following the date on which the person became an interested stockholder unless:

- prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, (i) shares owned by persons who are directors and also officers and (ii) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to the date of the transaction, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction or series of transactions together resulting in a financial benefit to the interested stockholder. An interested stockholder is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation's outstanding voting stock. We expect the existence of this provision to have an anti-takeover effect with respect to transactions our board of directors does not approve in advance. We also anticipate that Section 203 may also discourage attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

Certificate of Incorporation and Bylaws Provisions

Our Certificate of Incorporation and Bylaws include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our management team, including the following:

- *Board of Directors Vacancies*. The Certificate of Incorporation and Bylaws authorize only the board of directors to fill vacant and newly created directorships, unless the board of directors determines by resolution that such vacancies or newly created directorships be filled by the shareholders, or as otherwise provided by law. In addition, the number of directors constituting our board of directors is permitted to be set only by a resolution adopted by the board of directors. These provisions prevent a stockholder from

increasing the size of the board of directors and then gaining control of the board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors but promotes continuity of management.

- *Classified Board.* The Certificate of Incorporation and Bylaws provide that the board of directors is divided into three classes of directors for a period of time following the Closing of the Business Combination. Beginning at the 2026 annual meeting of stockholders, all directors will be elected to one-year terms and the board of directors will cease to be classified. The existence of a classified board of directors could discourage a third-party from making a tender offer or otherwise attempting to obtain control of our Company as it is more difficult and time consuming for stockholders to replace a majority of the directors on a classified board of directors.

- *Directors Removed Only for Cause.* The Certificate of Incorporation provides that stockholders may remove directors only for cause while the board of directors remains classified. Beginning at the 2026 annual meeting of stockholders, directors may be removed with or without cause by the stockholders.

- *Supermajority Requirements for Amendments of The Certificate of Incorporation and Bylaws.* The Certificate of Incorporation further provides that the affirmative vote of holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock will be required to amend certain provisions of the Certificate of Incorporation, including provisions relating to the classified board, the size of the board, removal of directors, special meetings, the liability of directors and indemnification. The affirmative vote of holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock will be required to amend or repeal the Bylaws, although the Bylaws may be amended by a simple majority vote of our board of directors.

- *Stockholder Action; Special Meeting of Stockholders.* The Certificate of Incorporation and Bylaws provide that special meetings of stockholders may be called only by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the board of directors for adoption), the chairperson of the board of directors, or any chief executive officer, thus prohibiting a stockholder from calling a special meeting. The Certificate of Incorporation provides that the stockholders may not take action by written consent, but may only take action at annual or special meetings of stockholders. As a result, holders of capital stock would not be able to amend the Bylaws or remove directors without holding a meeting of stockholders called in accordance with the Bylaws. These provisions might delay the ability of stockholders to force consideration of a proposal or for stockholders to take any action, including the removal of directors.

- *Notice Requirements for Stockholder Proposals and Director Nominations.* The Bylaws provide advance notice procedures for stockholders seeking to bring business before the annual meeting of stockholders or to nominate candidates for election as directors at the annual meeting of stockholders. The Bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude stockholders from bringing matters before the annual meeting of stockholders or from making nominations for directors at the annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions might also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our Company.

- *No Cumulative Voting.* The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. The Certificate of Incorporation and Bylaws prohibit cumulative voting unless otherwise provided by law.

- *Issuance of Undesignated Preferred Stock.* Our board of directors will have the authority, without further action by the stockholders, to issue up to 10,000,000 shares of undesignated Preferred Stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of Preferred Stock will enable our board of directors to render more

difficult or to discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest, or other means.

- *Choice of Forum.* The Certificate of Incorporation provides that the Delaware Court of Chancery (or, if and only if the Delaware Court of Chancery lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) will be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (1) any derivative claim or cause of action brought on behalf of us; (2) any claim or cause of action for breach of a fiduciary duty owed by any of our current or former director, officer, or other employee to the Company or the our stockholders; (3) any claim or cause of action against us or any current or former director, officer or other employee arising out of or pursuant to any provision of the DGCL, the Certificate of Incorporation or the Bylaws; (4) any claim or cause of action seeking to interpret, apply, enforce or determine the validity of the Certificate of Incorporation or the Bylaws (including any right, obligation or remedy thereunder); (5) any claim or cause of action as to which the DGCL confers jurisdiction on the Delaware Court of Chancery; and (6) any claim or cause of action against us or any current or former director, officer or other employee, governed by the internal affairs doctrine or otherwise related to our internal affairs, in all cases to the fullest extent permitted by law and subject to the court having personal jurisdiction over the indispensable parties named as defendants. The provisions would not apply to claims or causes of action brought to enforce a duty or liability created by the Securities Act, the Exchange Act, or any other claim for which the U.S. federal courts have exclusive jurisdiction. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, the Certificate of Incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of the Certificate of Incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

Rule 144

Pursuant to Rule 144 under the Securities Act ("Rule 144"), a person who has beneficially owned restricted Common Stock or warrants for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and has filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale.

Persons who have beneficially owned restricted Common Stock or warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- 1% of the total number of shares of our Common Stock then outstanding; or
- the average weekly reported trading volume of our Common Stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates of under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about us.

Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports; and
- at least one year has elapsed from the time that the issuer filed current Form 10-type information with the SEC reflecting its status as an entity that is not a shell company.

Common Stock that stockholders of Legacy Origin received in connection with the Business Combination is freely tradable without restriction or further registration under the Securities Act, except for certain shares issued to our affiliates within the meaning of Rule 144.

As of the date of this prospectus, there are 35,476,627 Warrants outstanding, consisting of 24,150,000 Public Warrants, and 11,326,627 Private Placement Warrants. The Public Warrants are freely tradable. In addition, we are obligated to use best efforts to file a registration statement under the Securities Act covering 24,150,000 shares of our Common Stock that may be issued upon the exercise of the Public Warrants no later than 15 business days after the Closing, and cause such registration statement to become effective and maintain the effectiveness of such registration statement until the expiration of the Public Warrants.

Investor Rights Agreement

In connection with the Closing of the Business Combination, we entered into the Investor Rights Agreement on June 25, 2021, pursuant to which the holders of Registrable Securities (as defined therein) became entitled to, among other things, customary registration rights, including demand, piggy-back and shelf registration rights. The Investor Rights Agreement also provides that we will pay certain expenses relating to such registrations and indemnify the registration rights holders against (or make contributions in respect of) certain liabilities which may arise under the Securities Act.

For a detailed description of the Investor Rights Agreement, see the section titled "*Certain Relationships and Related Party Transactions—Investor Rights Agreement.*"

Limitation of Liability and Indemnification

The Bylaws provide that we will indemnify our directors and officers, and may indemnify its employees and other agents, to the fullest extent permitted by Delaware law.

Delaware law prohibits the Certificate of Incorporation from limiting the liability of our directors for the following:

- any breach of the director's duty of loyalty to us or to our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or unlawful stock repurchases or redemptions; and
- any transaction from which the director derived an improper personal benefit.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. The Certificate of Incorporation does not eliminate a director's duty of care and, in appropriate circumstances, equitable remedies, such as injunctive or other forms of non-monetary relief, remain available under Delaware law. This provision also does not affect a director's responsibilities under any other laws, such as the federal securities laws or other state or federal laws. Under the Bylaws, we can purchase insurance on behalf of any person whom it is required or permitted to indemnify.

In addition to the indemnification required in the Certificate of Incorporation and Bylaws, we have entered into an indemnification agreement with each member of our board of directors and each of our officers. These agreements provide for the indemnification of our directors and officers for certain expenses and liabilities incurred in connection with any action, suit, proceeding or alternative dispute resolution mechanism, or hearing, inquiry or investigation that may lead to the foregoing, to which they are a party or other participant, or are threatened to be made a party or other participant, by reason of the fact that they are or were our director, officer, employee, agent or fiduciary, by reason of any action or inaction by them while serving as an officer, director, agent or fiduciary, or by reason of the fact that they were serving at our request as a director, officer, employee, agent or fiduciary of another entity. In the case of an action or proceeding by or in our right, no indemnification will be provided for any claim where a court determines that the indemnified party is prohibited from receiving indemnification. We believe that these charter and bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The limitation of liability and indemnification provisions that are in the Certificate of Incorporation and Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. Moreover, a stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Exchange Listing

Our Common Stock and Public Warrants are listed on the Nasdaq Capital Market under the symbols "ORGN" and "ORGNW," respectively.

Transfer Agent

The transfer agent for our securities is Continental Stock Transfer & Trust Company. The transfer agent's address is One State Street Plaza, 30th Floor New York, New York 10004.

PLAN OF DISTRIBUTION

We are registering the issuance by us of up to 35,476,667 shares of Common Stock, consisting of up to (i)11,326,667 shares of Common Stock that are issuable upon the exercise of 11,326,667 Private Placement Warrants and (ii) 24,150,000 shares of Common Stock that are issuable upon the exercise of 24,150,000 Public Warrants. We are also registering the resale by the selling securityholders or their permitted transferees from time to time of (i) up to 64,832,474 shares of Common Stock (including up to 11,326,667 shares of Common Stock that may be issued upon exercise of the Private Placement Warrants, 6,398,350 shares of Common Stock issuable upon the exercise of stock options and up to 2,150,784 shares of Common Stock issuable as Earnout Shares) and (ii) up to 11,326,667 Private Placement Warrants.

We are required to pay all fees and expenses incident to the registration of the securities to be offered and sold pursuant to this prospectus. The selling securityholders will bear all commissions and discounts, if any, attributable to their sale of securities.

We will not receive any of the proceeds from the sale of the securities by the selling securityholders. We will receive proceeds from Warrants exercised in the event that such Warrants are exercised for cash. The aggregate proceeds to the selling securityholders will be the purchase price of the securities less any discounts and commissions borne by such selling securityholders.

The shares of Common Stock beneficially owned by the selling securityholders covered by this prospectus may be offered and sold from time to time by the selling securityholders. The term "selling securityholders" includes donees, pledgees, transferees or other successors in interest selling securities received after the date of this prospectus from a selling securityholder as a gift, pledge, partnership distribution or other transfer. The selling securityholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Such sales may be made on one or more exchanges or in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions. The selling securityholders may sell their securities by one or more of, or a combination of, the following methods:

- purchases by a broker-dealer as principal and resale by such broker-dealer for its own account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- block trades in which the broker-dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- an over-the-counter distribution in accordance with the rules of Nasdaq;
- through trading plans entered into by a selling securityholder pursuant to Rule 10b5-1 under the Exchange Act that are in place at the time of an offering pursuant to this prospectus and any applicable prospectus supplement hereto that provide for periodic sales of their securities on the basis of parameters described in such trading plans;
- short sales;
- distribution to employees, members, limited partners or stockholders of the selling securityholders;
- through the writing or settlement of options or other hedging transaction, whether through an options exchange or otherwise;
- by pledge to secured debts and other obligations;
- delayed delivery arrangements;
- to or through underwriters or broker-dealers;

- in “at the market” offerings, as defined in Rule 415 under the Securities Act, at negotiated prices, at prices prevailing at the time of sale or at prices related to such prevailing market prices, including sales made directly on a national securities exchange or sales made through a market maker other than on an exchange or other similar offerings through sales agents;
- in privately negotiated transactions;
- in options transactions; or
- any other method permitted pursuant to applicable law.

In addition, any securities that qualify for sale pursuant to Rule 144 may be sold under Rule 144 rather than pursuant to this prospectus.

In addition, a selling securityholder that is an entity may elect to make a pro rata in-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or stockholders would thereby receive freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is our affiliate (or to the extent otherwise required by law), we may, at our option, file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

To the extent required, this prospectus may be amended or supplemented from time to time to describe a specific plan of distribution. In connection with distributions of the securities or otherwise, the selling securityholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of the securities in the course of hedging the positions they assume with selling securityholders. The selling securityholders may also sell the securities short and redeliver the securities to close out such short positions. The selling securityholders may also enter into option or other transactions with broker-dealers or other financial institutions that require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The selling securityholders may also pledge securities to a broker-dealer or other financial institution, and, upon a default, such broker-dealer or other financial institution, may effect sales of the pledged securities pursuant to this prospectus (as supplemented or amended to reflect such transaction).

In effecting sales, broker-dealers or agents engaged by the selling securityholders may arrange for other broker-dealers to participate. Broker-dealers or agents may receive commissions, discounts or concessions from the selling securityholders in amounts to be negotiated immediately prior to the sale.

In offering the securities covered by this prospectus, the selling securityholders and any broker-dealers who execute sales for the selling securityholders may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. Any profits realized by the selling securityholders and the compensation of any broker-dealer may be deemed to be underwriting discounts and commissions.

In order to comply with the securities laws of certain states, if applicable, the securities must be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states, the securities may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

We have advised the selling securityholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of securities in the market and to the activities of the selling securityholders and their affiliates. In addition, we will make copies of this prospectus available to the selling securityholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling securityholders may indemnify any broker-dealer that participates in transactions involving the sale of the securities against certain liabilities, including liabilities arising under the Securities Act.

At the time a particular offer of securities is made, if required, a prospectus supplement will be distributed that will set forth the number of securities being offered and the terms of the offering, including the name of any underwriter, dealer or agent, the purchase price paid by any underwriter, any discount, commission and other item constituting compensation, any discount, commission or concession allowed or reallowed or paid to any dealer, and the proposed selling price to the public.

We have agreed to indemnify the selling securityholders against certain liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the Warrants or shares of Common Stock offered by this prospectus.

We have agreed with the selling securityholders to keep the registration statement of which this prospectus constitutes a part effective until such time as all of the securities covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement or such securities have been withdrawn or, in the case of shares issued pursuant to the Subscription Agreements, until two years from the effective date of this registration statement.

LEGAL MATTERS

The validity of the securities offered hereby has been passed upon for us by Cooley LLP.

EXPERTS

The financial statements of Origin included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Grant Thornton LLP ("Grant Thornton"), independent registered public accountants, upon the authority of said accountants as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement under the Securities Act, with respect to the securities being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to Origin and the securities offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference. You can read our SEC filings, including the registration statement, over the internet at the SEC's website at www.sec.gov.

We are subject to the information reporting requirements of the Exchange Act, and we file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for review at the SEC's website at www.sec.gov. We also maintain a website at www.originmaterials.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not part of this prospectus.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus and information we file later with the SEC will automatically update and supersede this information. Any statement contained in this prospectus or a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or a subsequently filed document incorporated by reference modifies or replaces that statement. The documents we are incorporating by reference as of their respective dates of filing are:

- our Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on March 1, 2022;
- our Quarterly Reports on Form 10-Q for the periods ended March 31, 2022 and June 30, 2022 filed with the SEC on May 9, 2022 and August 3, 2022, respectively;
- our Current Report on Form 8-K filed with the SEC on June 29, 2022, as amended on Form 8-K/A filed with the SEC on August 3, 2022; and
- the descriptions of our securities, which are registered under Section 12 of the Exchange Act, in our registration statement on Form S-1, filed with the SEC on July 15, 2021, including any amendments or reports filed for the purpose of updating such descriptions, including Exhibit 4.5 to our Annual Report on Form 10-K for the year ended December 31, 2021.

All documents we subsequently file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the termination of this offering, including all such documents we may file after the date of this post-effective amendment to the registration statement and prior to the effectiveness of this post-effective amendment to the registration statement, but excluding any information furnished to, rather than filed with, the SEC, will also be incorporated by reference into this prospectus and deemed to be part of this prospectus from the date of the filing of such reports and documents.

You may obtain any of the documents incorporated by reference in this prospectus from the SEC through the SEC's website at the address provided above. You also may request a copy of any document incorporated by reference in this prospectus (excluding any exhibits to those documents, unless the exhibit is specifically incorporated by reference in this document), at no cost, by writing or telephoning us at the following address and phone number:

Origin Materials, Inc.
930 Riverside Parkway, Suite 10
West Sacramento, CA 94605
(916) 231-9329

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of the securities being registered. All amounts shown are estimates except for the SEC registration fee.

	Amount
SEC registration fee	$ 75,145
Accountants' fees and expenses	90,000
Legal fees and expenses	215,000
Printing fees	45,000
Miscellaneous fees and expenses	66,550
Total expenses	$ 491,695

Discounts, concessions, commissions and similar selling expenses attributable to the sale of shares of Common Stock covered by this prospectus will be borne by the selling security holders. We will pay all expenses (other than discounts, concessions, commissions and similar selling expenses) relating to the registration of the shares with the SEC, as estimated in the table above.

Item 15. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent of the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's Certificate of Incorporation and Bylaws provide for indemnification by the Registrant of its directors and officers to the fullest extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its Certificate of Incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for unlawful payments of dividends or unlawful stock repurchases redemptions or other distributions or (4) for any transaction from which the director derived an improper personal benefit. The Registrant's Certificate of Incorporation provides for such limitation of liability to the fullest extent permitted by the DGCL.

The Registrant has entered into indemnification agreements with each of its directors and executive officers to provide contractual indemnification in addition to the indemnification provided in our Certificate of Incorporation. Each indemnification agreement provides for indemnification and advancements by the Registrant of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to the Registrant or, at our request, service to other entities, as officers or directors to the maximum extent permitted by applicable law. We believe that these provisions and agreements are necessary to attract qualified directors.

The Registrant also maintains standard policies of insurance under which coverage is provided (1) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act, while acting in their capacity as directors and officers of the Registrant, and (2) to the Registrant with respect to payments which may be made by the Registrant to such officers and directors pursuant to any indemnification provision contained in the Registrant's Certificate of Incorporation and Bylaws or otherwise as a matter of law.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

The exhibits listed below are filed as part of this registration statement

		Incorporated by Reference			
Exhibit Number	**Description**	**Schedule/ Form**	**File No.**	**Exhibit**	**Filing Date**
2.1+	Agreement and Plan of Merger and Reorganization, dated February 16, 2021.	S-4/A	333-254012	2.1	May 25, 2021
2.2	Letter Agreement, dated March 5, 2021.	S-4/A	333-254012	2.2	May 25, 2021
3.1	Amended and Restated Certificate of Incorporation of the Company.	8-K	001-39378	3.3	July 1, 2021
3.2	Bylaws of the Company.	8-K	001-39378	3.2	June 29, 2021
4.1	Specimen Common Stock Certificate of the Company.	S-4/A	333-254012	4.5	May 25, 2021
4.2	Specimen Warrant Certificate of the Company.	S-1/A	333-239421	4.3	July 2, 2020
4.3	Warrant Agreement between the Company and Continental Stock Transfer & Trust Company, dated July 13, 2020.	8-K	001-39378	4.1	July 16, 2020
5.1**	Opinion of Cooley LLP.	S-1/A	333-257931	5.1	July 29, 2021
10.1	Form of Subscription Agreement.	8-K	001-39378	10.1	February 17, 2021
10.2	Form of Backstop Agreement.	8-K	001-39378	10.1	June 15, 2021
10.3	Form of Lock-Up Agreement.	S-4/A	333-254012	10.26	February 17, 2021
10.4	Form of Additional Subscription Agreement.	8-K	001-39378	10.1	June 29, 2021
10.5	Investor Rights Agreement, by and between the Company and certain stockholders, dated June 25, 2021.	8-K	001-39378	10.5	July 1, 2021
10.6#	Form of Indemnification Agreement.	8-K	001-39378	10.6	July 1, 2021
10.7#	Non-Employee Director Compensation Policy.	8-K	001-39378	10.7	July 1, 2021
10.8#	Micromidas, Inc. 2010 Stock Incentive Plan, as amended.	S-4/A	333-254012	10.1	May 25, 2021
10.9#	Forms of Incentive Stock Option Award Notice, Incentive Stock Option Award Agreement, Exercise Notice and Investment Representation Statement under the 2010 Stock Incentive Plan.	S-4/A	333-254012	10.2	May 25, 2021
10.10#	Micromidas, Inc. 2020 Equity Incentive Plan.	S-4/A	333-254012	10.3	May 25, 2021
10.11#	Forms of Stock Option Grant Notice, Option Agreement and Exercise Notice under the 2020 Equity Incentive Plan.	S-4/A	333-254012	10.4	May 25, 2021
10.12#	Origin Materials 2021 Equity Incentive Plan.	8-K	001-39378	10.12	July 1, 2021
10.13**#	Form of Stock Option Grant Notice, Stock Option Agreement, Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement under the 2021 Equity Incentive Plan.	S-1	333-257931	10.13	July 15, 2021

10.14#	Origin Materials 2021 Employee Stock Purchase Plan.	8-K	001-39378	10.14	July 1, 2021
10.15#	Offer Letter, dated October 28, 2020, by and between Micromidas, Inc. and Rich Riley.	S-4/A	333-254012	10.7	May 25, 2021
10.16#	Offer Letter, dated January 9, 2018, by and between Micromidas, Inc. and Joshua Lee.	S-4/A	333-254012	10.8	May 25, 2021
10.17#	Offer Letter, dated August 11, 2020, by and between Micromidas, Inc. and Nate Whaley.	S-4/A	333-254012	10.9	May 25, 2021
10.18	Standard Industrial/Commercial Multi-Tenant Lease for 930 Riverside Parkway, Suites 10-30, West Sacramento, CA 95605, by and between Harsch Investment Properties, LLC and Micromidas, Inc., dated May 22, 2020.	S-4/A	333-254012	10.10	May 25, 2021
10.19	Standard Industrial/Commercial Multi-Tenant Lease for 970 Riverside Parkway, Suite 40, West Sacramento, CA 95605, by and between Harsch Investment Properties, LLC and Micromidas, Inc., dated February 28, 2013.	S-4/A	333-254012	10.11	May 25, 2021
10.20	Second Amendment to Lease for 970 Riverside Parkway, Suite 40, West Sacramento, CA 95605, by and between Harsch Investment Properties, LLC and Micromidas, Inc., dated May 11, 2015.	S-4/A	333-254012	10.12	May 25, 2021
10.21	Third Amendment to Lease for 970 Riverside Parkway, Suite 40, West Sacramento, CA 95605, by and between Harsch Investment Properties, LLC and Micromidas, Inc., dated May 22, 2020.	S-4/A	333-254012	10.13	May 25, 2021
10.22	Form of Sponsor Letter Agreement.	S-4/A	333-254012	10.16	May 25, 2021
10.23	Form of Company Stockholder Support Agreement.	S-4/A	333-254012	10.17	May 25, 2021
10.24	Promissory Note issued to Artius Acquisition Partners LLC, dated February 4, 2020.	S-1	333-239421	10.1	June 25, 2020
10.25	Letter Agreement among the Registrant and its directors, director nominees and officers and the Company.	8-K	001-39378	10.5	July 16, 2020
10.26	Form of Investment Management Trust Agreement between Continental Stock Transfer & Trust Company and the Registrant.	8-K	001-39378	10.1	July 16, 2020
10.27	Registration Rights Agreement among the Company and certain security holders.	8-K	001-39378	10.2	July 16, 2020
10.28	Securities Subscription Agreement between the Company and Artius Acquisition Partners LLC, dated February 4, 2020.	S-1	333-239421	10.5	June 25, 2020
10.29	Private Placement Warrants Purchase Agreement between the Company and Artius Acquisition Partners LLC.	8-K	001-39378	10.3	July 16, 2020
10.30	Administrative Services Agreement between the Company and Artius Management LLC.	8-K	001-39378	10.4	July 16, 2020

10.31†	Note Purchase Agreement, by and among Micromidas, Inc. and certain persons and entities named on the Schedule of Purchasers attached therein, dated November 8, 2019.	S-4/A	333-254012	10.28	May 25, 2021
10.32	First Amendment to Note Purchase Agreement, by and between Micromidas, Inc. and certain noteholders, dated February 3, 2020.	S-4/A	333-254012	10.29	May 25, 2021
10.33	Form of Senior Secured Convertible Promissory Note, by and between Micromidas, Inc. and certain noteholders thereof.	S-4/A	333-254012	10.30	May 25, 2021
10.34	First Amendment to Senior Secured Convertible Promissory Note, by and between Micromidas, Inc. and certain noteholders, dated May 21, 2020.	S-4/A	333-254012	10.31	May 25, 2021
10.35	Second Amendment to Senior Secured Convertible Promissory Note, by and between Micromidas, Inc. and certain noteholders, dated January 21, 2021.	S-4/A	333-254012	10.32	May 25, 2021
10.36	Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Danone Asia Pte Ltd, dated May 17, 2019.	S-4/A	333-254012	10.33	May 25, 2021
10.37	First Amendment to Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Danone Asia Pte Ltd, dated November 8, 2019.	S-4/A	333-254012	10.34	May 25, 2021
10.38	Second Amendment to Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Danone Asia Pte Ltd, dated May 21, 2020.	S-4/A	333-254012	10.35	May 25, 2021
10.39	Third Amendment to Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Danone Asia Pte Ltd, dated January 22, 2021.	S-4/A	333-254012	10.36	May 25, 2021
10.40	Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Nestle Waters Management & Technology, dated May 23, 2019.	S-4/A	333-254012	10.37	May 25, 2021
10.41	First Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Nestle Waters Management & Technology, dated November 8, 2019.	S-4/A	333-254012	10.38	May 25, 2021

10.42	Second Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Nestle Waters Management & Technology, dated May 21, 2020.	S-4/A	333-254012	10.39	May 25, 2021
10.43	Third Amended and Restated Secured Promissory Note, by and among Micromidas, Inc., Origin Materials Canada Holding Limited, Origin Materials Canada Pioneer Limited and Nestle Waters Management & Technology, dated January 27, 2021.	S-4/A	333-254012	10.40	May 25, 2021
10.44	Form of Convertible Promissory Note Series 2021A, by and between Micromidas, Inc. and certain noteholders thereof.	S-4/A	333-254012	10.41	May 25, 2021
10.45†^	Offtake Supply Agreement, by and between Micromidas, Inc. and Pepsi-Cola Advertising and Marketing, Inc., dated August 3, 2018.	S-4/A	333-254012	10.42	May 25, 2021
10.46^	Amendment No. 1 to Offtake Supply Agreement, by and between Micromidas, Inc. and Pepsi-Cola Advertising and Marketing, Inc., dated October 24, 2019.	S-4/A	333-254012	10.43	May 25, 2021
10.47†^	Amended and Restated Offtake Supply Agreement, by and between Micromidas, Inc. and Danone Asia Pte Ltd, dated May 17, 2019.	S-4/A	333-254012	10.44	May 25, 2021
10.48†^	Amended and Restated Offtake Supply Agreement, by and between Micromidas, Inc. and Nestle Waters Management & Technology, dated May 23, 2019.	S-4/A	333-254012	10.45	May 25, 2021
10.49†^	Offtake Supply Agreement, by and between Micromidas, Inc. and Packaging Equity Holdings, LLC, dated December 13, 2020.	S-4/A	333-254012	10.46	May 25, 2021
10.50†^*	First Amendment to Amended and Restated Offtake Supply Agreement (Origin 1) by and between Origin Materials Operating, Inc. and Danone Asia Pte Ltd, dated August 1, 2022				
10.51†^*	Offtake Supply Agreement (Origin 2) by and between Origin Materials Operating, Inc. and Danone Asia Pte Ltd, dated August 1, 2022				
10.52†^*	Fourth Amendment to Amended and Restated Secured Promissory Note by and between Origin Materials Operating, Inc. and Danone Asia Pte Ltd, Origin Materials Canada Holding Limited, and Origin Materials Canada Pioneer Limited, dated August 1, 2022				
21.1	List of Subsidiaries.	8-K	001-39378	21.1	July 1, 2021
23.1*	Consent of Grant Thornton LLP.				
23.3**	Consent of Cooley LLP (included in Exhibit 5.1).				
24.1**	Power of Attorney.				

* Filed herewith.
** Previously filed.
\+ Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.
† Certain schedules and exhibits to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation SK. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.
^ Certain portions of this exhibit (indicated by asterisks) have been excluded pursuant to Item 601(b)(10) of Regulation S-K because they are both not material and are the type that the Company treats as private or confidential.
# Indicates management contract or compensatory plan or arrangement.

(a) Financial Statement Schedules.

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that: Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser,

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining any liability under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the undersigned pursuant to the foregoing provisions, or otherwise, the undersigned has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the undersigned of expenses incurred or paid by a director, officer or controlling person of the undersigned in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the undersigned will, unless in the opinion of its counsel the matter has been

settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Sacramento, State of California, on this 3rd day of August, 2022.

ORIGIN MATERIALS, INC.

By: */s/ John Bissell*
John Bissell
Co-Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ John Bissell John Bissell	Co-Chief Executive Officer and Director *(Co-Principal Executive Officer)*	August 3, 2022
/s/ Rich Riley Rich Riley	Co-Chief Executive Officer and Director *(Co-Principal Executive Officer)*	August 3, 2022
/s/ Nate Whaley Nate Whaley	Chief Financial Officer *(Principal Financial Officer and Principal Accounting Officer)*	August 3, 2022
* Karen Richardson	Chair of the Board	August 3, 2022
* Pia Heidenmark Cook	Director	August 3, 2022
* Benno O. Dorer	Director	August 3, 2022
* Charles Drucker	Director	August 3, 2022
* Kathleen B. Fish	Director	August 3, 2022
* William Harvey	Director	August 3, 2022
* Boon Sim	Director	August 3, 2022

* By: /s/ John Bissell
John Bissell
Attorney-in-Fact

***** = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

FIRST AMENDMENT TO AMENDED AND RESTATED OFFTAKE SUPPLY AGREEMENT (ORIGIN 1)

This **FIRST AMENDMENT TO AMENDED AND RESTATED OFFTAKE SUPPLY AGREEMENT** (this "***Amendment***") is dated as of August 1, 2022, by and between Origin Materials Operating, Inc. (formerly known as Micromidas, Inc.), a Delaware Corporation ("***Supplier***"), and Danone Asia Pte Ltd, a limited liability company organized and existing under the laws of Singapore ("***Danone***"). Each of Supplier and Danone may sometimes be referred to individually as a "***Party***" and collectively as the "***Parties.***" Capitalized terms used but not defined herein, shall have the meanings set forth in the Original OM1 Offtake Agreement (as defined below).

RECITALS

Whereas, Danone and Supplier are party to that certain Amended and Restated Offtake Supply Agreement dated as of May 17, 2019 (the "***Original OM1 Offtake Agreement***");

Whereas, pursuant to the Original OM1 Offtake Agreement, Supplier undertook (i) to construct the Pioneer Plant (also known as "Origin 1") according to a certain timing and, in particular, before the Pioneer Plant Long Stop Date, (ii) to produce Bio-pX at the Pioneer Plant, (iii) to convert the Bio-pX to Bio-PET or Bio-PEF, as applicable, and (iii) to supply Bio-PET to Danone and/or Danone's Affiliates before the Pioneer Plant Bio-PET Long Stop Date;

Whereas, due to a change of strategy, Supplier has decided that the product to be produced from the Pioneer Plant and one or more Third Party Manufacturers (the "***Associated Bio-PETF Supply Chain***"), will not be Bio-PET or Bio-PEF but rather Bio-PETF (as defined below);

Whereas, Danone has agreed to purchase from Supplier a one-off quantity of Bio-PETF for testing purposes, subject to such Bio-PETF meeting its requirements and Supplier has agreed to maintain for the future certain rights of Danone in respect of the Products; and

Whereas, the Parties desire to amend the Original OM1 Offtake Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

1. Amendment to the Original OM1 Offtake Agreement. The Original OM1 Offtake Agreement is hereby amended as follows:

1.1 The following definitions are hereby deleted from Article 1.1 in their entirety, and all references thereto throughout the Document shall be deemed deleted:

(a) [***] Bio-Content Bio-PET;
(b) [***] Bio-Content Bio-PET;
(c) [***] Bio-PET;
(d) Commercial Operation Date New Plant;
(e) Expected Commercial Operation Date Pioneer Plant;
(f) Expected Commercial Operation Date New Plant;
(g) Liquidated Damages;
(h) Long Stop Dates;

(i) Minimum Offtake Amount;
(j) New Plant Bio-PET Long Stop Date;
(k) New Plant Bio-PET Deadline Date;
(l) New Plant Deadline Date;
(m) Pioneer Plant Bio-PET Long Stop Date;
(n) Pioneer Plant Bio-PET Deadline Date;
(o) Pioneer Plant Deadline Date;
(p) Sample Bio-pX; and
(q) Supplier's Series C Fundraising Round.

1.2 The following definitions are hereby deleted from Article 1.1 and replaced as follows:

(a) "**Commercial Operation Date Pioneer Plant**" means the date on which Supplier and the Associated PETF Supply Chain have produced not less than [***] of Bio-PETF.
(b) "**FOB or FOB Incoterms**" means FCA the Bio-PETF converter's facility.
(c) "**Start Date**" means the date on which Danone or Danone Affiliates have placed the Order for the One-Off Purchase Amount

1.3 The following definitions are hereby added to Article 1.1:

(a) "**Bio-FDCA**" means FDCA derived from Feedstocks.
(b) "**Bio-PETF**" means PET produced using Bio-FDCA in lieu of isopthalic acid.
(c) "**One-Off Purchase Amount**" has the meaning ascribed to it in **Article 9.1**, as amended by this Amendment. Any previous reference to the "Minimum Offtake Amount" in the Original OM1 Offtake Agreement is hereby replaced with a reference to the "One-Off Purchase Amount".
(d) **"Technical Specifications Bio-PETF**" means the quality and food safety requirements the Bio-PETF must meet as described in **Appendix 2** attached hereto.

1.4 Article 3.2 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.5 Article 4 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.6 Article 5 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.7 Article 6 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.8 Article 7 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.9 Article 8.3 of the Original OM1 Offtake Agreement is hereby amended by adding the following text at the end thereof:

"Danone may freely offset, without any requirement for a formal notice or a court decision, any amount due and payable to the Supplier under this Offtake Supply Agreement against any amount due and payable by the Supplier to Danone under the Secured Promissory Note."

1.10 Article 9 of the Original OM1 Offtake Agreement is hereby deleted in its entirety and replaced with the following:

"One-off purchase. Subject to the terms and conditions of this Offtake Supply Agreement, the Danone Affiliates may purchase from the Supplier, without any obligation, a maximum of [***] of Bio-PETF for testing purposes. Supplier will provide written notice to Danone upon the occurrence of the Commercial Operation Date Pioneer Plant, and the Danone Affiliates shall have one option to purchase such [***]

of Bio-PETF produced from the Pioneer Plant by placing an Order therefor within [***] of such notice from Supplier (the "**One-Off Purchase Amount**")."

1.11 Article 10.6, 10.7 and 10.8 of the Original OM1 Offtake Agreement are hereby deleted in their entirety.

1.12 Article 10.9 of the Original OM1 Offtake Agreement is hereby deleted in its entirety and replaced with the following:

"10.9 Except for the One-Off Purchase Amount of Products specified in an Order delivered pursuant to Article 9, nothing in this Offtake Supply Agreement shall obligate any Danone Affiliate to purchase any minimum quantity of Products. Any Order issued during the Term will remain in full force and effect and governed by this Offtake Supply Agreement, even if this Offtake Supply Agreement terminates prior to delivery. Subject to **Article 9**, no Danone Affiliate is, nor shall be deemed to be, committed to purchase any Products from the Supplier unless and until such Danone Affiliate issues its Order. In the event of a conflict between the terms of an Order and this Offtake Supply Agreement, the terms of this Offtake Supply Agreement shall control."

1.13 Article 14.3.3 is hereby amended by adding the following text at the end thereof:

"If Danone or the Danone Affiliates exercise their rights to purchase Bio-pX and/or FDCA from New Plant in accordance with this **Article 14.3.3**, and at such time there is no offtake agreement in place for New Plant, then Danone and Supplier shall use commercially reasonable efforts to enter into an offtake agreement for such Product within [***] days following the date Danone or the Danone Affiliates exercise such rights. If the parties are unable to enter into an offtake agreement within such [***] day period, subject to extension by mutual agreement of the parties, then such priority right shall be forfeited and of no further force and effect."

1.14 Article 14.3.5 of the Original OM1 Offtake Agreement is hereby deleted in its entirety and replaced with the following:

"14.3.5 During the first two years of the term of the New Plant Offtake Supply Agreement, neither the Supplier nor any Supplier Affiliate shall sell any Products produced at the New Plant to any Major Designated Party. The term of the New Plant Offtake Supply Agreement is deemed to start at the date on which New Plant begins the commercial-scale production and the sale of Bio-pX. In the event the Supplier or any Supplier Affiliate breaches this Article 14.3.5 and fails to cure such breach within [***] days thereafter, upon demand by Danone, the Supplier shall pay Danone the Series B Amount, which payment shall be Danone's and the Danone Affiliates' sole and exclusive remedy for such breach. Notwithstanding the foregoing Danone shall be entitled to exercise its rights and collect all amounts due under the Security Documents."

1.15 Article 14.4 is hereby deleted in its entirety and replaced with the following:

"14.4 **Certain License Rights to Intellectual Property Rights**. Neither the Supplier nor any Affiliate thereof shall sell, grant an exclusive license to, or otherwise assign or transfer ownership or exclusive control of any of their

respective Pre-Existing IP or Intellectual Property Rights to any Designated Party and the Supplier shall provide written notice to Danone within [***] day following any such sale, license, assignment or transfer. In the event the Supplier or any Affiliate thereof shall breach this Article 14.4 and fails to cure such breach within [***] days following written notice thereof by Danone, then upon demand by Danone, the Supplier shall pay Danone the Series B Amount, which payment shall be Danone's and the Danone Affiliates' sole and exclusive remedy for such breach. Notwithstanding the foregoing Danone shall be entitled to exercise its rights and collect all amounts due under the Security Documents."

1.16 Article 14.5 is hereby deleted in its entirety.

1.17 Article 14.6 is hereby amended by adding the following text at the end thereof:

"If Danone or the Danone Affiliates exercise their rights to purchase Product from any Other Plant in accordance with this **Article 14.6**, Danone and Supplier shall use commercially reasonable efforts to enter into an offtake agreement for such Product within [***] days following the date Danone or the Danone Affiliates exercise such rights. If the parties are unable to enter into an offtake agreement within such [***] day period, subject to extension by mutual agreement of the parties, then such priority right shall be forfeited and of no further force and effect."

1.18 Articles 21.2(ii), 21.2(iii), 21.2(vii), 21.2(xiii), and 21.2(xiv) are hereby deleted in their entirety.

1.19 Article 22.2 of the Original OM1 Offtake Agreement is hereby deleted in its entirety.

1.20 Article 22.3 is hereby amended to remove all references to "Liquidated Damages" contained therein.

1.21 Article 23.4 is hereby deleted in its entirety.

1.22 Article 25 is hereby deleted in its entirety.

1.23 Article 29 is hereby deleted in its entirety and replaced with the following:

"29. **Change of Control**. In the event that (a) a Change of Control that constitutes a Material Adverse Change occurs with respect to the Supplier or any Supplier Affiliate or such Change of Control results in a Material Adverse Change to Danone or any Danone Affiliate or (b) any Designated Party or any Consortium Member which is a competitor of Danone shall directly acquire any majority voting equity interest in the Supplier or any Supplier Affiliate; provided that, for the avoidance of doubt, equity interests in the Supplier or any Supplier Affiliate as of the date hereof shall not be deemed to trigger clause (b) of this **Article 29**, Danone shall have the right to terminate this Offtake Supply Agreement upon notice to the Supplier."

1.24 Article 36 is hereby deleted in its entirety and replaced with the following:

"36. **Subcontracting**. In case of subcontracting (including to Third Party Manufacturers and the Associated PETF Supply Chain), the following shall apply:

36.1 The Supplier shall remain primarily liable to Danone for the performance by its subcontractor of its obligations under this Offtake Supply Agreement;

36.2 The Supplier shall be solely responsible for payment of any sum due to its subcontractor; and

36.3 The Supplier shall be responsible for compliance with all Applicable Laws."

1.25 Article 37.10 is hereby deleted in its entirety and replaced with the following:

"37.10 **No Liability**. Notwithstanding any term or provision to the contrary contained in this Offtake Supply Agreement, the Parties acknowledge and agree that Danone is signing this Offtake Supply Agreement solely (i) on behalf of the Danone Affiliates listed on **Appendix 7** hereto, (ii) in order to receive certain notices and (iii) in order to exercise certain rights pursuant to this Offtake Supply Agreement and, except for fraud or criminal misconduct, shall have no liability of any kind or nature arising out of or relating to this Offtake Supply Agreement and the transactions contemplated hereby (**Offtake Liabilities**). The Supplier and each Supplier Affiliate hereby agree not to assert any claim for any Offtake Liabilities against Danone (except for the Assumed Obligations) and agree that their recourse for all such Offtake Liabilities shall be limited solely to the applicable Danone Affiliate. Notwithstanding the foregoing, and except as specifically set forth in this Offtake Supply Agreement, the Danone Affiliate designated by Danone (i) shall indemnify, defend and hold harmless the Supplier Group from and against all the tax liabilities, duties and fees imposed on or required in the first instance by Applicable Law by the Danone Affiliates listed in **Appendix 7** hereto in connection with any transaction or obligation contemplated by this Offtake Supply Agreement and (ii) shall not take any action the purpose or intent of which is to prejudice the defense of any claim for indemnification under this sentence or induce any Person to assert a claim subject to indemnification under this sentence."

1.26 The following provisions of the Original OM1 Offtake Agreement, as amended hereby, which apply specifically to the production, sale and purchase of the "Products", shall apply *mutatis mutandis* to the production, sale and purchase of Bio-FDCA and Bio-PETF:

(a) Article 8 (*Price and payment*); the price of Bio-PETF is set out in **Appendix 3** attached hereto, which shall replace Appendix 3 attached to the Original OM1 Offtake Agreement for the purpose of applying to Article 8 to the sale and purchase of Bio-PETF;
(b) Article 9 (*One-Off Purchase*);
(c) Article 10 (*Order – Delivery*);
(d) Article 11 (*Customs clearance*);
(e) Article 12 (*Title and risks*);
(f) Article 16 (*Audit and financial review rights*);
(g) Article 17 (*Intellectual Property*);
(h) Article 23.2 (*Representations and warranties*); except that subsection (vi) shall not be applicable and instead all Bio-PETF delivered hereunder shall meet the Bio-PETF Technical Specifications; and
(i) Article 24 (*Liability and insurance*).

Other provisions of the Original OM1 Offtake Agreement, as amended hereby, which, by essence, are not applicable specifically and exclusively to "Products", "Bio-pX" or "Bio-PET", shall also apply to Bio-PETF.

The Bio-PETF delivered by the Supplier to Danone Affiliates must comply with the Technical Specifications Bio-PETF.

1.27 Appendix 4, Appendix 6, and **Appendix 14** are hereby deleted in their entirety.

1.28 **General Rule**. Subject to the terms and conditions herein contained, the Original OM1 Offtake Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this Amendment into the Original OM1 Offtake Agreement.

2. **Precedence**. All the provisions of the Original OM1 Offtake Agreement not expressly amended by this Amendment remain unchanged and the Original OM1 Offtake Agreement shall continue in full force and effect, as amended by this Amendment. To the extent that the terms of this Amendment contradict, are inconsistent or in conflict with the Original OM1 Offtake Agreement, the terms of this Amendment supersede any conflicting or inconsistent provision of the Original OM1 Offtake Agreement and are controlling to the extent necessary to resolve such conflict or inconsistency. This Amendment forms an integral part to the Original OM1 Offtake Agreement and forms an indivisible agreement with the Original OM1 Offtake Agreement.

3. **Future References to the Original OM1 Offtake Agreement**. On and after the date of this Amendment, each reference in the Original OM1 Offtake Agreement to "this Agreement", "hereunder", "hereof", or words of like import referring to the Original OM1 Offtake Agreement, and each reference in any related document to the "Offtake Supply Agreement", "thereunder", "thereof", or words of like import referring to the Original OM1 Offtake Agreement, shall mean and be a reference to the Original OM1 Offtake Agreement as amended by this Amendment. The Original OM1 Offtake Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

4. **Governing Law; Severability**. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment, and to this end, the provisions of this Amendment are declared to be severable.

5. **Counterparts**. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on the date first above written.

Origin Materials Operating, Inc.,
a Delaware corporation

By: _____
Name:
Title:

Danone Asia Pte Ltd.

By: _____
Name:
Title:

***** = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

OFFTAKE SUPPLY AGREEMENT
(Origin 2)

THIS OFFTAKE SUPPLY AGREEMENT (the "***Agreement***") dated as of August 1, 2022 (the "***Effective Date***"), is made between Origin Materials Operating, Inc. (formerly known as Micromidas, Inc.), a Delaware Corporation ("***Seller***"), and Danone Asia Pte Ltd, a limited liability company organized and existing under the laws of Singapore ("***Buyer***"). Each of Seller and Buyer may sometimes be referred to individually as a "***Party***" and collectively as the "***Parties.***"

RECITALS

WHEREAS, Seller is constructing a commercial-scale manufacturing facility referred to internally as "OM2" located in Geismar, Louisiana (the "***Plant***") to manufacture intermediate chemicals, including, without limitation, 5 Chloromethyl Furfural ("***CMF***"), and to convert such CMF into Low Carbon-pX ("**Low Carbon-pX**");

WHEREAS, Buyer is a worldwide leading company specializing in the production and distribution of dairy products, beverages/waters, medical nutrition food and baby food, and is interested in securing a supply of Low Carbon-pX;

WHEREAS, substantially concurrently with the execution of this Agreement, Buyer and Seller are entering into a separate Capacity Reservation Agreement, whereby Buyer will reserve a quantity of Low Carbon-pX manufactured at a commercial-scale manufacturing facility being constructed by Seller referred to internally as "OM3" (the "***OM3 Capacity Reservation Agreement***"); and

WHEREAS, Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer the Offtake Amount (as defined below) of Low Carbon-pX produced at the Plant, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for the consideration and pursuant to the mutual covenants hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

As used herein, the following terms shall have the meanings ascribed to them:

1.1 "***Affiliate***" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. The term "control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Any Person shall be deemed to be an Affiliate of any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

1.2 "***Applicable Law***" means, with respect to any Person, property or matter, any of the following applicable thereto: any statute, law (including environmental laws), regulation, ordinance, rule, judgment, rule of common law, order, decree, governmental approval, concession, grant, franchise,

license, agreement, directive, ruling, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation, construction or administration of any of the foregoing, by any Governmental Authority, in each case as amended.

1.3 "***Bankrupt***" means a Party, any of its direct or indirect parent companies, as the case may be, that (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, which petition is not dismissed within ninety (90) days of after the commencement of any such proceeding; (e) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation or merger; (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets; (g) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (h) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature; (i) causes or is subject to any event with respect to which, under Applicable Law, has an analogous effect to any of the events specified in clauses (a) through (h) inclusive; or (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

1.4 "***Change of Control***" means, with respect to any Person:

(a) any sale or issuance, or series of sales and/or issuances, of equity of such Person which results in any other Person or Persons owning equity of such first mentioned Person which results in the acquiring Person possessing the voting power (under ordinary circumstances) to elect a majority of such Person's board of directors, if such Person is a corporation, and if such Person is a limited liability company, partnership, association or other business association, a majority of the ownership interests thereof;

(b) any sale, lease or other transfer of all or substantially all of the assets of such Person and/or its subsidiaries on a consolidated basis in any transaction or series of transactions; or

(c) any merger, consolidation or exchange to which such Person or the direct or indirect holders of its equity are a party and as a result of which any other Person or Persons owns, directly or indirectly, equity of such first mentioned Person possessing the voting power (under ordinary circumstances) to elect a majority of such Person's board of directors, if such Person is a corporation, and if such Person is a limited liability company, partnership, association or other business association, a majority of the ownership interests thereof.

For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of the limited liability company, partnership, association, joint venture or other business entity gains or losses or shall be or control any manager, managing director, general partner or other Person with similar authority of or over such limited liability company, partnership, association, joint venture or other business entity, or owns, directly or indirectly, equity of any other business entity possessing the voting power (under ordinary circumstances), to elect a majority of such business entity's governing body. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred as a result of any assignment in accordance with Section 9.13 and/or 9.23 below.

1.5 "***Commercial Operation Date***" means the date on which the Plant begins the commercial- scale production and the sale of Low Carbon-pX, provided, however, that the production and sale to Buyer of Low Carbon-pX is of the essence of this Agreement to Buyer.

1.6 "***Competitor***" means those competitors listed on Exhibit I attached hereto.

1.7 "***Contract Year***" means a three hundred sixty-five (365) or three hundred sixty-four (364), as applicable, day period first beginning on the Start Date and ending on the first anniversary of the Start Date, and then each subsequent three hundred sixty-five (365) or three hundred sixty four (364), as applicable, day period over the course of the term of this Agreement.

1.8 "***Feedstocks***" means the cellulosic or carbohydrate material used by the Seller in the manufacture of CMF or Low Carbon-pX, in each case that (i) qualify as second generation feedstock, (ii) are not consumed by humans or animals directly or indirectly as food, and (iii) comprise and are limited to one or more of the following components: wood, wood products or by-products, corn stover, corn fiber, oat hulls, bagasse, old corrugated cardboard or paper, palm biomass (including empty fruit bunches, fronds and trunks) and molasses/blackstrap, ethylene derived from recovered or recaptured carbon dioxide, and sugars or other products derived from any of the above. The addition of any components to Feedstocks, other than those listed above and incidental or de minimus quantities of unlisted components will be subject to Buyer's prior written approval.

1.9 "***Force Majeure***" means any of the following events: (a) war, civil war, invasion, rebellion, revolution, insurrection, riot, terrorist acts; (b) epidemics, pandemics, local disease outbreaks, public health emergencies and quarantines and government orders relating thereto; (c) strikes or labor disputes (however, strikes or labor disputes related to the Party claiming Force Majeure shall not be considered as Force Majeure); (d) natural disasters (fire, flood, earthquake, storm, etc.); (e) embargo, economic sanctions; (f) orders, request or directive of any Governmental Authority; (g) energy (oil, electricity, etc.) shortages and major disruptions in transportation (including accidents, vessel damage, closings of facilities or navigation mechanisms, etc.), and (h) any other unforeseeable circumstances beyond the control of the Parties against which, by the exercise of reasonable due diligence, such Party could not reasonably have been able to avoid or overcome.

For purposes of this definition, the following events or circumstances will not constitute a Force Majeure event: (i) strikes specifically related to the Party claiming a Force Majeure event; (ii) Feedstock sourcing shortage (with the exception that the Seller can demonstrate a raw material sourcing unavailability in the whole market); and (iii) general market conditions or unprofitable operations.

1.10 "***Governmental Authority***" means any national, regional, state, local or municipal government, any political subdivision, agency, commission or authority thereof (including any maritime authorities, port authority or any quasi-governmental agency) having jurisdiction over a Party, the Plants, a vessel, or any of the activities contemplated by this Agreement, and acting within its legal authority.

1.11 "***Intellectual Property Rights***" means any or all of the following and all rights associated therewith: (i) all domestic and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all mask works, mask work registrations and applications therefor; (v) all industrial designs and any registrations and applications therefor; (vi) all trade names, domain names, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith; and (vii) all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded and all documentation related to any of the foregoing.

1.12 "***Interest Rate***" means the lesser of [***] per annum and the highest rate permitted by law.

1.13 "***Material Adverse Change***" means any event, circumstance, development, state of facts, occurrence, change or effect that has had or would reasonably be expected to result in a material adverse change in (a) the business, properties, assets (tangible and intangible), condition (financial or

otherwise) or results of operations of a Party or (b) the ability of a Party to perform its obligations under this Agreement. "Material Adverse Change" shall not include any Force Majeure event which will be governed by Article 4.

1.14 "***Maximum Offtake Amount***" means [***] metric tonnes per Contract Year of Low Carbon-pX produced at the Plant.

1.15 "***Offtake Amount***" means up to [***] metric tonnes per Contract Year of Low Carbon-pX produced at the Plant, the exact amount to be specified in the Buyer Offtake Notice, which amount will be purchased by Buyer for the Price in equal installments per Production Period.

1.16 "***Person***" means any individual, corporation, partnership, limited liability company, association, joint venture, trust, or other organization of any nature or kind.

1.17 "***Production Period***" means, a specific number of periods contained in a Contract Year, to be mutually determined by the Parties in writing prior to the Start Date.

1.18 "***Reserved Capacity***" shall have the meaning specified in the OM3 Capacity Reservation Agreement.

1.19 "***Start Date***" means a date mutually determined by the Parties for the first Delivery Date under this Agreement. The Parties shall meet to determine the Start Date on or after the date on which all of the conditions precedent set forth in Section 2.3 have been fulfilled, and shall take into account any time reasonably necessary for Seller to complete the start-up and commissioning of the Plant and any required ramp-up in the production of Low Carbon-pX.

1.20 "***Taxes***" mean any and all ad valorem, production, conservation, gross receipts, import, export, privilege, sales, use, value-added, goods and services, consumption, excise, transaction, environmental, and other taxes, governmental charges, duties, licenses, fees, permits, and assessments.

1.21 "***Third Party Manufacturer***" means any third party with which Seller contracts from time to time, to convert CMF to Low Carbon-pX; *provided,* that Seller agrees to provide written notice to Danone promptly after it confirms the identity of any Third Party Manufacturer, but in any event within [***] days of when any material produced at the Plant is sent to such Third Party Manufacturer for conversion; *provided, further*, that if such Third Party Manufacturer is a Competitor, Seller shall obtain Danone's written consent, not to be unreasonably withheld, conditioned or delayed, prior to entering into any contract with such Third Party Manufacturer to convert CMF to Low Carbon-pX.

1.22 "***Total Offtake Amount***" means the amount of Low Carbon-pX equal to the product of the Offtake Amount and the number of years in the Term.

ARTICLE 2

PURPOSE; CONDITIONS PRECEDENT; TERM

2.1 Purpose. The Parties agree that, subject to the satisfaction of the conditions precedent in Section 2.3 below**:**

(a) they intend for this Agreement to be a "take or pay" offtake agreement backed by credit and sufficient to support project financing; and

(b) pursuant to the terms of this Agreement (i) Seller shall manufacture CMF and Low Carbon-pX at the Plant and supply Low Carbon-pX to Buyer according to the terms of this Agreement; and (ii) Buyer shall order Low Carbon-pX from Seller and Buyer shall pay Seller for such Low Carbon-pX according to the terms of this Agreement.

2.2 Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for ten (10) Contract Years from the Start Date (the "***Term***"); *provided, however*, Buyer shall have the right, in the Buyer Offtake Notice, to reduce the Term to a shorter period, but in any event not less than five (5) Contract Years from the Start Date. The Parties shall meet one (1) Contract Year before the expiration of the Term in order to decide whether it shall be renewed or not. Any renewal of this Agreement must be mutually agreeable, be made in writing and the renewal document shall be duly signed by both Parties. The Parties shall not incur any liability by reason of reduction of the Term by Buyer as contemplated above or non-renewal of this Agreement.

(b) Upon expiration of the Term, or the earlier termination of this Agreement, the settlement provisions hereof shall continue in full force and effect until the final settlement of all accounts hereunder.

2.3 Conditions Precedent. The obligation of the Parties to purchase and sell the Offtake Amount of Low Carbon-pX produced at the Plant, in accordance with this Agreement is subject to the fulfillment of the following two (2) conditions precedent:

(a) ***Buyer Offtake Notice Condition*.**

(i) Buyer shall have, on or prior to [***] (the "***Outside Date***"), delivered to Seller written notice (the "***Buyer Offtake Notice***") specifying: (i) the precise Offtake Amount it wishes to purchase per Contract Year under this Agreement, but not to exceed the Maximum Offtake Amount; (ii) its election as to whether it will select fossil or non-fossil ethylene for use in the production of the Low Carbon-pX, in accordance with Section 3.3(b), and (iii) any reduction in the length of the Term, if any, in accordance with Section 2.2(a) (the "***Buyer Offtake Notice Condition***"). Notwithstanding the foregoing, the Parties acknowledge that Seller plans to obtain project financing to develop the Plant, which project financing will require this Agreement to be supplemented by the Buyer Offtake Notice. If Seller provides notice to Buyer that the project financing is in process and that in order to advance the project financing Seller would like to have the Buyer Offtake Condition satisfied prior to the Outside Date, Buyer agrees to use good faith efforts to work with Seller to accomplish the same, it being understood that in no event will Buyer be obligated to satisfy such conditions prior to the Outside Date.

(ii) If the Buyer Offtake Notice specifies:

A. An Offtake Amount greater than [***] metric tonnes per Contract Year but less than [***] metric tonnes per Contract Year, then the Parties will work together to satisfy the T&C Condition and this Agreement shall be effective with respect to such Offtake Amount. Additionally, a volume equal to the difference between the Offtake Amount and the Maximum Offtake Amount (the "***Remainder Volume***") shall automatically be aggregated to the Reserved Capacity under the OM3 Capacity Reservation Agreement at the Price set forth herein.

B. An Offtake Amount greater than [***] metric tonnes per year but less than or equal to [***] metric tonnes per Contract Year, Seller shall have the right, upon written notice to the Buyer delivered within [***] days of the Outside Date, to reject such Offtake Amount, upon which the Maximum Offtake Amount shall automatically be aggregated to the Reserved Capacity under the OM3 Capacity Reservation Agreement at the Price set forth herein.

C. An Offtake Amount of [***] metric tonnes per Contract Year, or if Seller fails to deliver a Buyer Offtake Notice on or before the

Outside Date, then the Maximum Offtake Amount shall automatically be aggregated to the Reserved Capacity under the OM3 Capacity Reservation Agreement at the Price set forth herein.

(iii) If after the Outside Date, the Offtake Amount hereunder is less than the Maximum Offtake Amount then, on or before the one year anniversary of the Outside Date, as the same may be extended hereunder, (the "***Deferred Option Confirmation Date***"), Buyer shall have the right, upon written notice to Seller (the "***Deferred Option Notice***") to increase the Offtake Amount by up to [***] metric tonnes per Contract Year (provided that in no event will the resulting Offtake Amount be less than [***] metric tonnes), the precise amount of which shall be set forth in the Deferred Option Notice (the "***Deferred Option Volume***"). If Buyer duly delivers a Deferred Option Notice, then the Reserved Capacity under the OM3 Capacity Reservation Agreement shall automatically be decreased by the Deferred Option Volume. If the Deferred Option Notice is delivered and the Terms and Conditions have not been executed, then the parties shall have [***] days to execute such Terms and Conditions, and if the Terms and Conditions are not executed prior to the expiration of such [***] day period, then either Party shall have the option to terminate this Agreement prior to the Start Date upon written notice to the other Party, following which this Agreement shall automatically terminate, without any liability incurred by the Parties in this regard.

(iv) If following the Deferred Option Confirmation Date the Offtake Amount is [***], then this Agreement shall automatically terminate and be of no further force or effect, without any liability incurred by the Parties in this regard.

(b) ***Construction*** **Condition**

(i) Seller shall have constructed the Plant and the Commercial Operation Date of the Plant shall have occurred by a target date to be specified in the Terms and Conditions (the "***Outside Commercial Operation Date***"), subject to extension on a day for day basis upon the occurrence of a Force Majeure event (the "***Construction Condition***").

(ii) Seller shall provide Buyer periodic updates with respect to the status of the construction of the Plant and will provide written notice to Buyer (1) on the date the Plant achieves mechanical completion (as such term is defined in the construction contract for the Plant), and (2) not less than [***] days prior to the anticipated Commercial Operation Date. If the Construction Condition is not satisfied on or prior to the Outside Commercial Operation Date, subject to extension on a day for day basis upon the occurrence of a Force Majeure event, then Buyer shall have the option to terminate this Agreement upon written notice to Seller within [***] days of the Outside Commercial Operation Date, following which this Agreement shall terminate and be of no further force and effect, without any liability incurred by Buyer in this regard.

(iii) Seller currently estimates that the Commercial Operation Date of the Plant will occur on [***] (the "***Anticipated Commercial Operation Date***"); *provided, however*, that Seller shall provide written notice to Buyer of any material changes to the Anticipated Commercial Operation Date of the Plant, which notice shall be deemed to amend the Anticipated Commercial Operation Date noted above as well as the T&C Date (as defined below).

(c) ***General***. The Parties shall use commercially reasonable efforts and shall act in good faith in the fulfillment of all the above conditions precedent. In the event a Party becomes aware that any of the above conditions precedent may not be fulfilled or may not be fulfilled within the time frames set forth above, it shall promptly inform the other Party and the Parties shall promptly assess in good faith if the situation may be rectified (without any obligation to rectify it if this is deemed not possible by any Party).

2.4 Terms and Conditions. The Parties shall use good faith efforts to, on or before the date that is one year prior to the Anticipated Commercial Operation Date (the "***T&C Date***"), supplement this Agreement with additional terms and conditions relating to operational matters, including forecasting,

order process, delivery specifics and other similar logistical provisions (the "***Terms and Conditions***"), which Terms and Conditions will be attached hereto as Exhibit A; *provided, however*, that if Seller provides written notice to Buyer stating that Seller requires the Terms and Conditions to be agreed upon prior to the T&C Date, the parties will work together in good faith to agree on the Terms and Conditions by such earlier date specified by Seller. If the Parties are unable, despite good faith efforts to agree on the Terms and Conditions on or before the T&C Date, or such earlier date requested by Seller, if applicable, the Parties shall refer the matter to the dispute resolution in accordance with Section 9.1.

ARTICLE 3

PRICE; QUANTITY; QUALITY

3.1 Pricing.

(a) Price. The price of Low Carbon-pX during the Term is as set forth on **Exhibit B** (the "***Price***").

(b) Form of Payment. Each Party shall pay, or cause to be paid, by electronic transfer of same Day funds in U.S. Dollars, all amounts that become due and payable by such Party to a bank account or accounts designated by and in accordance with instructions issued by the other Party.

(c) Payment Term. Payment of all invoices will be net [***] days, with interest accruing on late payments at the lesser of (i) a rate of [***] from the date due until paid; or (ii) the maximum rate allowed by applicable law; provided, however, that such number of days shall be calculated from the date an invoice is properly submitted hereunder.

(d) Taxes. The Price is exclusive of sales and use tax, VAT, GST and other similar taxes. Such taxes, if applicable (**Applicable Taxes**), shall be added separately to Seller's invoice, and Buyer will remit such taxes to Seller, as applicable. Seller will not invoice or otherwise attempt to collect from Buyer any taxes with respect to which Buyer has provided Seller with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority or (iii) other evidence, reasonably acceptable to Seller, that such taxes do not apply. Buyer will not be responsible for any taxes measured by the Seller's net income, taxes measured by Seller's costs in providing Low-Carbon pX, or taxes imposed through withholding. For the avoidance of doubt, any such taxes incurred as a cost by Seller are included in the price for Low-Carbon pX. If Buyer is required by law to withhold and remit any tax relating to a purchase under this Agreement, Buyer shall be entitled to reduce its payment to Seller by the amount of such tax.

(e) Delivery Terms; Transfer of Title.

(i) Unless otherwise agreed to in writing by the Parties, shipment of the Low Carbon-pX supplied hereunder to Buyer shall be made as follows: Incoterms 2020 FCA the Plant. Each Party is entitled, subject to, and to the extent permitted under the terms and conditions of any relevant contract with, the third-party converters, to have its Representative(s) present during all loadings, testing and measurements of the Low Carbon-pX delivered hereunder.

(ii) The transfer of title and risk of loss to Buyer relating to the Low Carbon- pX supplied hereunder will occur upon goods being handed over to the first carrier at the Plant.**(iii)** Any retention of ownership clause contained in an order acknowledgement or from Seller shall be void and without effect. Following the transfer of ownership of Low-Carbon pX, Buyer shall be the exclusive owner thereof. Seller or the Third Party Manufacturer(s), as appropriate, shall therefore inform any relevant third parties that the Low-Carbon pX is exclusively owned by Buyer. Following the transfer of ownership to Buyer, Seller and the Third Party Manufacturers shall not grant any right, lien, charge or privilege over the Low-Carbon pX for the benefit of any third party, without Buyer's prior written consent, which consent is not to be unreasonably withheld, conditioned or delayed.

(f) Disputed Payments. In the event of a disagreement concerning any statement or invoice issued pursuant hereto, the owing Party shall make provisional payment of the total amount owing and shall immediately notify the receiving Party of the reasons for such disagreement, except that in the case of an obvious error in computation, the owing Party shall pay the total amount disregarding such disagreement or error. Statements may be contested by a Party only if, within a period of [***] days after a Party's receipt thereof, the owing Party serves on the receiving Party written notice questioning their correctness. If no such written notice is served, statements shall be deemed correct and accepted by all Parties. The Parties shall cooperate in resolving any dispute expeditiously. Within [***] business days after resolution of any dispute as to a statement, the Party owing a disputed amount, if any, shall pay such amount, with interest at the Interest Rate from the original due date to but not including the date of payment.

3.2 Quantity.

(a) During each Contract Year, Buyer is obligated to purchase and receive from Seller, and Seller is obligated to sell and deliver to Buyer, the Offtake Amount at the price established herein.

(b) If at any time Seller reasonably believes it will be unable to supply the Offtake Amount in a given Contract Year (a "***Shortfall***"), it shall promptly notify Buyer in writing (a "***Shortfall Notice***") of the amount of expected shortfall (the "***Shortfall Amount***"). Seller shall use good faith commercially reasonable efforts to cure the cause of any Shortfall. If Seller is unable to cure such Shortfall during the Shortfall Cure Period, then (i) Buyer's obligation to purchase the Offtake Amount during the Contract Year when the Shortfall occurred shall be reduced by the Shortfall Amount, and (ii) provided that such Shortfall does not result from a Force Majeure event, Buyer shall be entitled to compensation ("***Shortfall Compensation***") from Seller, in an amount not to exceed the Price of the Shortfall Amount and subject to the exclusion of consequential damages provisions set forth in Section 8.3, for direct costs incurred by Buyer caused by Seller's failure to deliver the Shortfall Amount; *provided* that Buyer will use commercially reasonable efforts to alleviate or mitigate any such costs relating to the Shortfall Amount and will provide Seller with an accounting and brief description of any of the costs it claims to have incurred in connection therewith. As used herein, "Shortfall Cure Period" means a period equal to [***] days on the Start Date, with a target to reduce such period to [***] days in a linear manner by the end of the Ramp-Up Period, where "Ramp-Up Period" means the period from the Start Date through the earlier of (i) the date the Plant is producing at the demonstrated nameplate capacity run rate (one million dry tons of wood feed per year equivalent) for at least [***] consecutive days and (ii) three (3) months from the Start Date.

(c) Nothing herein shall (i) confer on either Party (or any of its Affiliates) any right of exclusivity with respect to the purchase and sale of Low Carbon-pX, or (ii) prohibit or restrict either Party's (or any of its Affiliates') ability to negotiate and enter into transactions with third parties for the purchase and sale of Low Carbon-pX.

3.3 Quality.

(a) Specifications. All Low Carbon-pX delivered by Seller during the Term shall meet the specifications set forth in **Exhibit C** attached hereto (the "***Specifications***"). CMF and Low Carbon-pX produced at the Plant and to be sold to Buyer pursuant to this Agreement shall be manufactured using [***] Feedstock.

(i) Seller shall maintain adequate books and records identifying all Feedstocks utilized by the Plant for the purpose of substantiating the kinds and quantity of Feedstock used by the Plant in each billing period such that the Buyer shall be able to adequately support claims to the public that the Feedstock was allocated to the Low Carbon-pX supplied to the Buyer rather than to any other purchaser of Low Carbon-pX during such billing period.

(ii) In order to confirm the compliance by Seller with this Section 3.3(a), Seller shall grant Buyer, or its outside auditors or consultants, upon not less than [***] day's prior written notice, but not more than once during any [***] month period during the Term, reasonable access to any books and records referenced in Section 3.3(a)(i) with respect to Feedstocks. Any such audits shall take place during normal business hours in a manner that does not unreasonably interfere with Seller's operations. Any external auditor or consultant shall enter into Seller's standard form confidentiality agreement prior to any such entry or access.

(iii) In the event that Buyer wishes to secure and provide Feedstock to the Seller, the purchase price set forth in **Exhibit B** will be reduced by an amount equal to the reduction of costs of Feedstocks used to produce the Low Carbon-pX.

(b) Additional Specifications. The Seller shall cause the Plant to be arranged, designed and constructed to be capable of utilizing petro-ethylene or Low Carbon ethylene for the purpose of manufacturing the Low Carbon-pX in sufficient quantities to satisfy the Seller's obligations hereunder. Buyer shall, in the Buyer Offtake Notice, select between fossil and non-fossil ethylene for use in the production of the Low Carbon-pX; *provided*, *however*, that if Buyer fails to make such selection in a valid Buyer Offtake Notice within [***] days of Seller's notice that such Buyer Offtake Notice is overdue, Seller shall have the right to make such selection on Buyer's behalf. Once such selection has been made in writing, or deemed made, it may not be changed except upon mutual agreement of the Parties. If Buyer selects non-fossil ethylene the Price will be adjusted as set forth in **Exhibit B**.

(c) Specification Changes. If Buyer requests any changes to the Specifications, including in connection with a change in law, Seller agrees to evaluate such changes to determine, in good faith, if they are technically and commercially feasible and, if so, Seller shall provide a good faith written proposal to Buyer describing any changes in pricing and other terms and conditions required to meet Buyer's request. Any modification, amendments or alterations to the Agreement shall be mutually agreed to in writing by the Parties. If the Parties do not mutually agree on any modifications, amendments or alterations within ninety (90) days of Seller's written proposal, this Agreement shall continue in full force and effect without such modification.

(d) Warranty. EXCEPT AS PROVIDED HEREIN, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.4 Non-Conforming Product.

(a) Seller shall deliver to Buyer, with each invoice for Low Carbon-pX delivered hereunder, a certificate of analysis of the Low Carbon-pX (the "***Analysis Certificate***") setting forth the quantity and quality of such Low Carbon-pX delivered by Seller to Buyer. The methods of analysis for measuring and determining the quantity and quality of Low Carbon-pX delivered by Seller to Buyer hereunder is to be mutually agreed by the Parties prior to the Start Date (the "***Method of Analysis***"). Once the Method of Analysis has been agreed by the Parties, Seller shall apply such Method of Analysis and the quantity and quality of Low Carbon-pX delivered shall be determined by Seller at the Plant and set forth in the Analysis Certificate.

(b) Buyer shall have (i) [***] hours following receipt of the Analysis Certificate to provide Seller with written notice describing in reasonable detail any discrepancy in the quality or quantity of Low Carbon-pX to be delivered pursuant to this Agreement as compared to the quality or quantity described in the Analysis Certificate, and/or (ii) [***] hours following receipt by Buyer of the Low Carbon-pX at Buyer's premises, but in any event within [***] days of delivery of the Low Carbon-pX to the Buyer's chosen delivery location for defects other than latent or hidden defects, and (iii) in the case of a latent or hidden defect, within [***] days of the latent or hidden defect having become apparent to Danone, but in any event not later than [***] after receipt of Product, in each case to provide Seller with written notice describing in reasonable detail (together with any applicable evidence or test results) any discrepancy in

the quality or quantity of Low Carbon-pX delivered as compared to the quality or quantity set forth in the Analysis Certificate (a "***Notice of Non-Conforming Product***"). If no Notice of Non-Conforming Product is received within the time frames described above, Buyer will be deemed to have accepted (and shall have the obligation to pay for) such delivered Low Carbon-pX.

(i) Upon receipt of a Notice of Non-Conforming Product under Section 3.4(b)(i), Seller shall review the Analysis Certificate and compare it to the terms of this Agreement to determine whether a discrepancy exists. Seller's good faith determination shall be binding upon the Parties.

(ii) Upon receipt of a Notice of Non-Conforming Product under Section 3.4(b)(ii), the Parties shall work together in good faith to verify whether a discrepancy exists, and Buyer shall provide Seller with any evidence it has to substantiate its claim under the applicable Notice of Non- Conforming Product. If the Parties are unable to agree within [***] days as to whether or not a discrepancy exists, Seller shall have the right to engage a third party inspection company, the cost of which will be shared equally between the Parties, to verify the same, whose determination shall be binding on the Parties with respect to all questions of the quality or quantity of Low Carbon-pX delivered in the applicable order. Such cost for the inspection company will be borne by Seller if the Low Carbon-pX delivered is determined by the inspection company to be Non-Conforming Product.

(c) If a discrepancy exists with respect to quantity, as determined pursuant to Section (b) above, the mutual determination of the Parties or the inspection company, as applicable, shall control and the invoice for such Low Carbon-pX shall be revised to state the updated quantity.

(d) If a discrepancy exists with respect to quality, as determined pursuant to Section (b) above, the Low Carbon-pX so delivered subject to discrepancy will be deemed "***Non-Conforming Product***", provided, however, that if it is determined that the non-conformity is due to damage to the Low Carbon-pX which is (x) caused by Buyer or its agents, or (y) which occurs subsequent to delivery of such Low Carbon pX at Buyer's delivery location, then such Low Carbon-pX shall not be deemed Non- Conforming Product. Seller shall, at Buyer's sole discretion and at Seller's sole expense, within [***] days of delivery of the Non-Conforming Product either (i) replace the Non-Conforming Product with Low Carbon- pX meeting the specifications set forth in this Agreement, or (ii) relieve Buyer of any obligation to purchase the Non-Conforming Product and, if applicable, reimburse Buyer for any portion paid for such Non- Conforming Product, after which Seller shall have the right to retake title to, and possession of, such Non- Conforming Product. Seller shall indemnify Buyer for all costs and damages resulting from the delivery of Non-Conforming Products, subject to the provisions of Section 8.5 hereunder. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of the Non-Conforming Products within [***] days of the determination of Non-Conforming Product, then Buyer will be entitled to dispose of the Non-Conforming Products without liability to Seller; provided, however, that in any event Buyer may elect to arrange for the shipment of any Non-Conforming Product back to Seller at Seller's expense, and Seller will bear all risk of loss with respect to such Non-Conforming Product and will promptly pay or reimburse all reasonable costs incurred by Buyer to return, store or dispose such Non-Conforming Product. Buyer's payment for any Non-Conforming Product will not constitute acceptance from Buyer, limit or impair Buyer's right to exercise any rights or remedies hereunder or relieve Seller of responsibility for the Non-Conforming Product. Notwithstanding the foregoing, Seller shall have the right, at its expense, to take back and sell to third parties any Non-Conforming Product.

3.5 Additional Quantities. If at any time prior to the Start Date Seller has additional quantities of Low Carbon-pX being produced at the Plant that it would like to offer to Buyer during the Term, it shall provide written notice thereof to Buyer. Buyer shall then have the option of transferring part of its Reserved Capacity under the OM3 Capacity Reservation Agreement to the Offtake Amount under this Agreement and the Parties shall mutually agree on the pricing for any such transferred commitment amounts. If the Parties are able to agree upon such terms, they shall enter into an amendment to both this Agreement and the OM3 Capacity Reservation Agreement to reflect the same.

3.6 Unclaimed Low Carbon-pX. If Buyer fails to receive delivery of the Low Carbon-pX on an agreed delivery date, Buyer shall be responsible for all storage and demurrage costs relating to such failure and Seller shall provide Buyer an accounting of any such costs. For the avoidance of doubt, Buyer's failure to receive delivery of Low Carbon-pX shall not excuse Buyer of its obligation to pay therefor.

ARTICLE 4

FORCE MAJEURE

4.1 General.

(a) Neither Party shall be liable to the other Party if it is rendered unable by an event of Force Majeure to perform in whole or in part any obligation or condition of this Agreement for so long as the event of Force Majeure exists and to the extent that performance is hindered by the Force Majeure event; *provided, however*, that the Party unable to perform (the "***Affected Party***") shall use commercially reasonable efforts to avoid, remove or mitigate the event of Force Majeure, including, when Seller is the Affected Party, by finding suitable substitution solutions (including, for example, through the granting of temporary licenses to third parties for them to manufacture Low-Carbon pX for Buyer); *provided, however*, that no Party shall be required to settle against its will any strike or labor dispute. During the period that performance by the Affected Party of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other non-affected Party likewise may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable. Force Majeure shall not apply to any obligation to pay money, and is limited solely to performance of non-payment obligations, hereunder.

(b) If any Force Majeure event lasts more than [***] days after a Party gives written notice thereof to the other Party and the Parties do not agree otherwise within such time period, the Party that is not subject to such **Force** Majeure Event shall have the right to terminate this Agreement. In the event of a termination under this Article 4, this Agreement shall terminate without liability to either Party by reason of the occurrence of the Force Majeure event.

4.2 Notices and Mitigation Obligation. The Affected Party shall give written notice to the other Party as soon as reasonably possible after the occurrence of an event of Force Majeure, including, to the extent feasible, the details and the expected duration of the Force Majeure event. The Parties shall thereafter consult each other in order to assess the consequences of such Force Majeure event. The Affected Party shall also promptly notify the other Party when the event of Force Majeure has terminated.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date of this Agreement that:

(a) such Party is an entity duly organized, validly existing, and in good standing under the laws of the jurisdiction **in** which it is organized and is qualified to do business in all jurisdictions where it is required to be qualified;

(b) such **Party** has the necessary power and authority to enter into, and either it or its Affiliates on its behalf can perform its obligations under, this Agreement;

(c) such Party has duly authorized the person(s) signing this Agreement to execute this Agreement on its behalf;

(d) upon execution, this Agreement will be a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

(e) there is no action, suit or proceeding pending or threatened against such Party or any of its Affiliates that would materially and adversely affect its ability to perform its duties and obligations under this Agreement;

(f) the execution and delivery of this Agreement and its performance by such Party will not violate, result in a breach of, or conflict with any law, rule, regulation, order or decree applicable to such Party, its organizational documents, or the terms of any other agreement binding on such Party or any of its Affiliates;

(g) such Party has entered into this Agreement and will enter into any transaction hereunder as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise) and with a full understanding of the material terms and risks of the same, and has made its own independent decision to enter into this Agreement and any transaction and as to whether this Agreement and any transaction are appropriate or suitable for it based upon its own judgment and upon advice from such advisers as it has deemed necessary and not in reliance upon any view expressed by any other Party;

(h) such Party has had the opportunity to consult with independent legal counsel regarding the material terms and risks of this Agreement, and has consulted with such counsel or voluntarily declined to do so, and such Party is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice) this Agreement, understands and accepts the terms, conditions and risks of this Agreement and any transaction, and is capable of assuming, and assumes, the risks of this Agreement and any transactions contemplated hereunder; and it is capable of assuming those risks; and

(i) to the best of its knowledge, the other Party (i) is acting solely in the capacity of an arm's-length contractual counterparty with respect to this Agreement (or any risk management transaction hereunder), (ii) is not acting as a financial advisor or fiduciary or in any similar capacity with respect to this Agreement (or any risk management transaction hereunder) and (iii) has not given to it any assurance or guarantee as to the expected performance or result of this Agreement (or any risk management transaction hereunder).

ARTICLE 6

HARDSHIP

In the event that, during the performance of this Agreement, the technical, political, sustainability, environmental, economic (such as an unforeseeable change in the cost of raw material, Feedstocks, chemicals or transportation and energy), a Change in Law or other circumstances outside the control of the Parties change in such a way that the balance of obligations between the Parties under this Agreement is fundamentally and materially disrupted, the Parties shall immediately consult each other to amend this Agreement as necessary to restore the balance of this Agreement as intended by the Parties at the time of its conclusion.

ARTICLE 7

DEFAULT AND REMEDIES; TERMINATION

7.1 Events of Default. Notwithstanding any other provision of this Agreement, an "***Event of Default***" shall be deemed to occur with respect to a Party (the "***Defaulting Party***") when:

(a) Such Party fails to make any payments due in excess of [***] US Dollars [***], in the aggregate, when due under this Agreement, and such failure is not promptly addressed following receipt of a written demand therefor from the other Party.

(b) Except as set forth in subsection (a) above, such Party fails to perform any obligation or covenant to the other Party under this Agreement, which failure is not cured to the reasonable satisfaction of the other Party within [***] days from the date that such Party receives written notice from the other Party of such failure to perform; *provided, however*, if such matter is not reasonably capable of being cured within such [***] day period, then the cure period shall be extended for up to a total of [***] days; *provided further*, that the Defaulting Party commences to use diligent efforts to cure such failure to perform within [***] days after notice to cure such breach and provides adequate written plans with respect to such cure within [***] days after notice to cure such breach.

(c) Such Party breaches any material representation or material warranty made by such Party, or any warranty or representation proves to have been incorrect or misleading in any material respect when made under this Agreement; *provided, however*, that if such breach is curable, it is only an Event of Default if such breach is not cured to the reasonable satisfaction of the other Party within [***] days from the date that such Party receives notice that corrective action is needed; *provided further*, that if such matter is not reasonably capable of being cured within such [***] day period, then the cure period shall be extended for up to a total of [***] days so long as the Defaulting Party continues to use diligent efforts to cure such breach.

(d) Such Party or any of its direct or indirect parent companies becomes or is Bankrupt.

7.2 Remedies for Event of Default. If, upon the expiration of the applicable cure periods, the Event of Default has not been fully remedied, including the payment of any interest or other costs, the Party not in default (the "***Performing Party***") may at any time thereafter (unless the Event of Default has been remedied prior to such exercise) exercise the remedies provided herein below, subject to and to the extent permitted by, Applicable Law:

(a) suspend performance of its obligations under this Agreement until the Event of Default is remedied; and/or

(b) terminate this Agreement and, if Seller is the non-breaching Party, Buyer shall pay to Seller a termination payment (the "***Termination Payment***") in an amount equal to the lesser of (i) the Price of Low Carbon-pX specified in this Agreement as of the date of calculation multiplied by [***] times the yearly Offtake Amount and (ii) the Price of Low Carbon-pX specified in this Agreement as of the date of calculation multiplied by the Total Offtake Amount less any portion of the Total Offtake Amount already purchased by Buyer as of the date of termination. Notwithstanding the foregoing, Seller will use commercially reasonable efforts to mitigate the impact of any such termination and the Termination Payment shall be reduced if Seller is able to enter into a long-term offtake contract with one or more third parties to sell the remainder of the Total Offtake Amount, in which case the Termination Payment will be reduced by an amount equal to the positive difference, if any, between (i) the Termination Payment and (ii) the price charged to any such third parties for the Offtake Amount during such two-year period less any costs associated with identifying and securing such third party buyers. The Parties agree that the actual damages likely to result from the termination of this Agreement are difficult to estimate on the date of this Agreement and would be difficult for Buyer to prove. The Parties intend for the Termination Payment

tocompensate Buyer for such early termination and they do not intend for it to serve as punishment for any such early termination by Seller; and/or

(c) proceed to exercise any other right or remedy that may be available to it under this Agreement, Applicable Law or in equity, including specific performance.

7.3 Termination Without Event of Default. This Agreement may be terminated, without the occurrence of an Event of Default, in the following circumstances:

(a) In accordance with Article 2.3 (Conditions Precedent);

(b) In accordance with Section 4.1 (Force Majeure);

(c) In accordance with Section 9.18 (Change of Control); and

(d) In accordance with Section 9.20 (Compliance with Sustainability Principles).

7.4 Termination by Buyer. Buyer may terminate the Agreement without the occurrence of an Event of Default at any time by giving [***] months' notice to Seller. In case of termination of the Agreement by Buyer according to this Section 7.4, Buyer shall pay to Seller the Termination Payment and such remedy shall be Seller's sole remedy in connection with termination by Buyer according to this Section 7.4.

7.5 Consequences of Termination. In case of termination of this Agreement for any reason other than due to an Event of Default by Buyer, the Maximum Offtake Amount, less any amounts previously rolled over to the OM3 Capacity Reservation Agreement pursuant to the terms of this Agreement, shall automatically be aggregated to the Reserved Capacity under the OM3 Capacity Reservation Agreement at the Price set forth herein.

ARTICLE 8

INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 INDEMNIFICATION BY SELLER. EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 8, SELLER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, ITS AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES (i) TO BUYER'S EMPLOYEES, OFFICERS, DIRECTORS, SERVANTS, CONSULTANTS AND AGENTS AND (ii) TO BUYER'S PROPERTY, IN EACH CASE, RESULTING FROM OR IN ANY WAY ATTRIBUTABLE TO OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ITS AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS OR EMPLOYEES IN RESPECT OF ANY OBLIGATIONS ARISING UNDER THIS AGREEMENT, EXCEPT WHEN AND TO THE EXTENT THAT THOSE LOSSES AND LIABILITIES RESULT FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF BUYER OR ITS AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS OR EMPLOYEES OR IN CONNECTION WITH ANY MATERIAL BREACH OF ANY REPRESENTATION OR COVENANTS BY SELLER CONTAINED IN THIS AGREEMENT; *PROVIDED THAT* THE LOSSES AND LIABILITIES SO INDEMNIFIED SHOULD BE REDUCED INSOFAR AS THOSE LOSSES AND LIABILITIES ARE REDUCED BY INSURANCE PROCEEDS PAID TO OR ON BEHALF OF BUYER.

8.2 INDEMNIFICATION BY BUYER. EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 8, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES (i) TO SELLER'S EMPLOYEES, OFFICERS, DIRECTORS, SERVANTS, CONSULTANTS AND AGENTS AND (ii) TO SELLER'S PROPERTY, IN EACH CASE, RESULTING FROM OR IN ANY WAY ATTRIBUTABLE TO OR ARISINGOUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER OR ITS

AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS OR EMPLOYEES IN RESPECT OF ANY OBLIGATIONS ARISING UNDER THIS AGREEMENT, EXCEPT WHEN AND TO THE EXTENT THAT THOSE LOSSES AND LIABILITIES RESULT FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF SELLER OR ITS AFFILIATES, DIRECTORS, OFFICERS, SERVANTS, CONSULTANTS, AGENTS OR EMPLOYEES OR IN CONNECTION WITH ANY MATERIAL BREACH OF ANY REPRESENTATION OR COVENANTS BY SELLER CONTAINED IN THIS AGREEMENT; *PROVIDED THAT* THE LOSSES AND LIABILITIES SO INDEMNIFIED SHOULD BE REDUCED INSOFAR AS THOSE LOSSES AND LIABILITIES ARE REDUCED BY INSURANCE PROCEEDS PAID TO OR ON BEHALF OF SELLER.

8.3 EXCLUSION OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE, OF ANY KIND, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE, THE SUSPENSION OF PERFORMANCE, THE FAILURE TO PERFORM OR THE TERMINATION OF THIS AGREEMENT, UNLESS SUCH CONSEQUENTIAL DAMAGES ARISE FROM (i) THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT ARE PAYABLE TO A THIRD PARTY, OR (ii) THE OTHER PARTY'S BREACH OF SECTION 9.4; PROVIDED, HOWEVER, THAT THE AMOUNTS SELLER EXPECTS TO RECEIVE, OR HAS RECEIVED, UNDER THIS AGREEMENT, INCLUDING ANY TERMINATION PAYMENT, SHALL NOT BE DEEMED TO BE CONSEQUENTIAL DAMAGES OR ANY OTHER TYPE OF DAMAGE WAIVED UNDER THIS SECTION 8.3.

8.4 NON-DELIVERY. EXCEPT AS SET FORTH IN SECTIONS 3.2 AND 3.4, SELLER SHALL HAVE NO LIABILITY FOR ANY LOW CARBON-PX ACCEPTED BY BUYER, OR DEEMED TO BE ACCEPTED BY BUYER. IF SELLER FAILS TO DELIVER THE ENTIRE OFFTAKE AMOUNT IN ANY GIVEN CONTRACT YEAR TO THE EXTENT REQUIRED TO DO SO UNDER THIS AGREEMENT, BUYER'S SOLE REMEDY AND SELLER'S SOLE LIABILITY FOR ANY DAMAGES ARISING THEREFROM SHALL BE LIMITED AS SET FORTH IN SECTION 3.2 (b).

8.5 SELLER'S LIMITATION OF LIABILITY. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, PRODUCT DAMAGES, SHALL BE LIMITED TO THE GREATER OF (A) THE PRODUCT OF TWO TIMES THE YEARLY OFFTAKE AMOUNT MULTIPLED BY THE PRICE, AND (B) THE CUMULATIVE TOTAL OF PAYMENTS MADE BY BUYER TO SELLER UNDER THIS AGREEMENT AS OF THE DATE OF ANY APPLICABLE CLAIM.

8.6 BUYER'S LIMITATION OF LIABILITY. BUYER'S SOLE LIABILITY AND SELLER'S SOLE REMEDY FOR ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE TERMINATION PAYMENT.

8.7 Notice of Claim. Unless a shorter time-frame is expressly referenced herein, Buyer must notify Seller of any Claim in writing under this Agreement within [***] days of the event giving rise to the Claim or such Claim will be waived.

8.8 Insurance Requirements. Throughout the Term, Seller shall carry, at its sole cost and expense, insurance against such losses and risks and in such amounts as management of Seller believes to be prudent and customary.

ARTICLE 9

MISCELLANEOUS

9.1 Dispute Resolution. At the request of either Party at any time or from time to time after the date of this Agreement in a notice to the other Party, the Parties each agree to have managing officersnegotiate in good faith to resolve any disputes under this Agreement. Except for an Event of

Default set forth in Section 7.1, if, after a period of [***] days from the date of any such notice, the respective managing officers of the Parties have been unable to resolve such dispute, the Parties agree that thereafter either Party shall be free to exercise whatever rights or remedies it may then have at law or equity.

9.2 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING THE NEW YORK UNIFORM COMMERCIAL CODE), AS THE SAME MAY BE AMENDED FROM TIME TO TIME, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. EACH PARTY AGREES THAT ANY SUIT ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON SUCH PARTY BY MAIL AT THE ADDRESS SPECIFIED IN SECTION 9.9. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES AND AGREES NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT (i) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION, (ii) THAT SUCH ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT COURT OR (iii) THAT SUCH COURT OR VENUE IS OTHERWISE IMPROPER.

9.3 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO A DISPUTE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

9.4 Costs and Attorneys' Fees. All costs and expenses incurred by any Party in connection with the negotiation, execution or performance of this Agreement shall be exclusively borne by such Party and shall not be reimbursed by the other Party except as otherwise expressly provided in this Agreement.

9.5 Confidentiality.

(a) The Parties have entered into that certain Confidentiality Agreement set forth on **Exhibit D** and incorporated herein by reference. Subject to the provisions of Section 9.5(b), nothing in this Agreement is intended to modify or supersede the provisions of the Confidentiality Agreement, and the Confidentiality Agreement shall remain in full force and effect after the execution of this Agreement and the term of the Confidentiality Agreement shall be deemed to be amended hereby to run concurrently with the term of this Agreement.

(b) Except to the extent required by law, neither Party may make or issue any press release, public announcement or statement regarding this Agreement or any transactions contemplated hereunder, and neither Party may use the other Party's name or logo in any marketing or advertising campaigns, without the consent of the other Party (which may not be unreasonably withheld); *provided however*, that (i) the Parties shall first discuss the content of such public statement, communication or press release between them and (ii) such public statement, communication or press release shall be limited to the general terms of this Agreement without any disclosure, in particular, of its economic terms, subject to Applicable Laws.

9.6 Relationship of Parties. The Parties understand and agree that (a) no Party is an agent, employee, contractor, vendor, representative or partner of the other Party, (b) no Party shall owe a fiduciary duty to the other Party or hold itself out as a fiduciary of the other Party and (c) no Party is capable of binding the other Party to any obligation or liability except as otherwise provided herein. Neither the execution nor delivery of this Agreement, or consummation of the transactions contemplated

hereby, shallcreate or constitute a partnership, joint venture or any other form of business organization or arrangement among the Parties. Except to the extent otherwise provided herein, in performing its obligations hereunder, Seller shall be an independent contractor, and Seller shall not be deemed for any purpose to be an agent, servant, employee or representative of Buyer. Seller shall have full legal charge and control of its contractors, employees, agents and equipment in the performance of its obligations. Buyer shall have no control or right of control of Seller, its contractors, or any of their employees and agents, or of the method or means by which Plant operations are to be performed.

9.7 No Oral Modifications. This Agreement may not be amended or modified except by written agreement executed by each of the Parties.

9.8 Survival. Except as expressly set forth herein, termination or expiration of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the Parties which may have accrued before termination or expiration and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry, including all payment, indemnification (including the payment and indemnification obligations that arise out of termination provisions) and confidentiality obligations shall survive the expiration or termination of this Agreement.

9.9 Notices. Any and all notices and other communications that are required or permissible pursuant to this Agreement shall be in writing and shall be deemed given upon receipt, if sent by certified mail with delivery receipt or by an internationally recognized courier. The Parties designate the following addresses for the foregoing legal effects:

If to Seller:

c/o Origin Materials
930 Riverside Pkwy, Suite 10
West Sacramento, CA 95605
Attention: Legal & Compliance Department
Telephone: (916) 231-9329
Email: legal@originmaterials.com

with a copy to:

Clean Energy Counsel, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Attention: Marlena C. Schultz
Telephone: (408) 442-5990
Email: marlena@cleanenergycounsel.com

If to Buyer:

Danone Asia Pte Ltd
60 Anson road, Mapletree Anson #09-03/04
Singapore 079914
Attention: Procurement Department

9.10 Counterparts and Digital Copies. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart. Furthermore, a portable

document format (.pdf) copy shall be deemed valid and binding on the Parties and shall have the same effect as an original.

9.11 Integration. The terms and provisions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes all other previous undertakings, representations and agreements, both oral and written, between the Parties with respect to the transaction contemplated hereunder. All appendices, exhibits, and other attachments to which reference is made in this Agreement are hereby incorporated by such reference and made a part of this Agreement for all purposes.

9.12 Pioneer Offtake. Reference is hereby made to that certain Amended and Restated Offtake Supply Agreement dated as of May 17, 2019, by and between Seller and Buyer (as the same may be further modified, amended, restated or supplemented, the "***Pioneer Offtake***"). The Parties agree that, notwithstanding anything to the contrary set forth therein, to the extent the provisions of this Agreement are in conflict with the provisions in the Pioneer Offtake, the provisions set forth in this Agreement shall govern and the corresponding provisions in the Pioneer Offtake shall be deemed null and void. For the avoidance of doubt, the Parties agree that this Agreement shall be deemed to be in conflict with, and therefor supersede, the following provisions in the Pioneer Offtake: Article 6 (New Plant), and Article 25 (Breach of Deadline Dates). The Parties further agree that this Agreement satisfies the requirements of Article 14.3 (Priority Rights with Respect to the Output of New Plant) as it relates to the Plant and that for the purpose of Article 14.3.5 of the Pioneer Offtake, the term of the New Plant Offtake Supply Agreement shall start on the Commercial Operation Date (as this term is defined in this Agreement).

9.13 Financing Cooperation. Buyer acknowledges and agrees that this Agreement and the transactions contemplated hereby are fundamental to Seller's ability to secure financing for the design, construction, development, operation and/or maintenance of the Plant. Buyer will provide such cooperation as Seller may reasonably request in connection with obtaining financing for the design, construction, development, operation and/or maintenance of the Plant, including providing customary information and documentation to any financing parties with respect to this Agreement and executing such reasonable forms of consent and assignment agreement as are customary in a project financing of such magnitude. In connection with such financing efforts, and notwithstanding any contrary provision of this Agreement including, in particular, Section 9.5(b) or of the Confidentiality Agreement, Seller may publicly disclose the existence of this Agreement; *provided*, *however*, that Seller may only disclose the terms of this Agreement to financing parties who are bound by confidentiality obligations at least as protective as those in the Confidentiality Agreement.

9.14 Severability. Each provision of this Agreement is separate and distinct and, if a provision of this Agreement is determined to be invalid, illegal or unenforceable, all other provisions will remain in full force and effect.

9.15 No Waiver. A failure to act or delay in acting by a party with respect to a non-performance, or the non-exercise of a right, under this Agreement will not operate as a waiver of that performance or of that right. The waiver of a right under this Agreement by a party will not be effective unless it is given in a signed writing, in which case it will be effective in the specific instance and for the specific purpose given.

9.16 Intellectual Property Rights. Except as provided in any other written agreement between the Parties, all Intellectual Property Rights supplied by a Party for the manufacture of products under this Agreement, if any, are the exclusive property of that Party and neither the other Party nor any third party shall acquire, by its activity or the performance of its obligations hereunder, any ownership, license or right whatsoever to any of such Intellectual Property Rights.

9.17 Activity Report. Seller agrees to provide Buyer with an activity report including:

(a) volumes and turnover of CMF and Low Carbon-pX manufactured and supplied and/or made available to Buyer on a monthly basis;

(b) the performance rate, service level and a quality assessment for the Seller before the end of each calendar quarter.

(c) Seller shall make available to Buyer any reasonably required relevant documentation relating to the performance of this Agreement, during its Term and for a period of three (3) years after its expiration or termination.

9.18 Change of Control. In the event that (a) a Change of Control that constitutes a Material Adverse Change occurs with respect to the Seller or such Change of Control results in a Material Adverse Change to Buyer or (b) any Competitor shall directly acquire equity interests giving it the voting power (under ordinary circumstances) to elect a majority of Seller's board of directors, Buyer shall have the right to terminate this Agreement upon notice to Seller.

9.19 Compliance with Applicable Laws. In performing its obligations under this Agreement, Seller shall comply at all times with all Applicable Laws.

9.20 Compliance with Sustainability Principles.

(a) Seller shall respect and comply with the "Sustainability Principles" set forth in **Exhibit E** which include:

(i) the Fundamental Social Principles;

(ii) the Fundamental Environmental Principles; and

(iii) the Business Ethics Principles.

(b) To this end, Seller represents that the principles set out in the Fundamental Social Principles document and the Business Ethics Principles document have already been implemented by Seller and have been or will be implemented by each Affiliate involved in the performance of this Agreement and agrees to, and shall ensure that the employees, agents, suppliers (including but not limited to the suppliers responsible for supplying the Feedstocks and Third Party Manufacturers, if any) and sub- contractors of Seller comply with said principles, throughout all stages of production, during the Term of this Agreement. Seller shall also strive to continuously work to fully implement the principles laid down in the Fundamental Environmental Principles document.

(c) To enable Seller to better follow up the implementation of the Sustainability Principles within its organization and to enable Buyer to obtain updated relevant information about such implementation, Seller shall register all of its production sites supplying such information to Buyer on a specialized internet platform recommended by Buyer.

(d) The Parties agree that Buyer or its authorized representatives shall have the right upon reasonable notice to monitor Seller's adherence to and implementation of the Sustainability Principles. Buyer shall have the right to audit the manufacturing and/or warehousing sites of the Seller, upon reasonable notice, and subject to Seller's reasonable safety protocols, to confirm compliance with the Sustainability Principles. Seller shall cause each Third Party Manufacturer, if any, to grant this audit right to Buyer with respect to the manufacturing and/or warehousing sites of such Third Party Manufacturer.

(e) If Seller breaches this Section 9.20, the Parties shall meet at Buyer's request and discuss the reasons leading to such breach. The Parties shall then develop, and Seller shall implement, corrective actions with an appropriate time schedule to cure such breach as directed by Buyer.

(f) If such corrective actions are not implemented to Buyer's satisfaction in accordance with the agreed time schedule or if the breach by Seller of any of the Sustainability Principles recurs, Buyer shall be entitled by written notice to Seller to cancel any outstanding purchase orders and/

or to terminate this Agreement for breach in accordance with Section 7.3(d), without liability to Seller and without prejudice to any damages, rights or remedies to which Buyer may be entitled.

(g) Seller acknowledges that it is familiar with Buyer's Purchasing Code of Ethics attached as **Exhibit F** (the "***Code***",) and agrees to disclose to Buyer any breach of the Code by it or any other Person that is subject to such Code, promptly after having knowledge thereof. To this end, Seller shall either inform its usual Buyer contact directly or any Buyer person in the relevant organization; or use Buyer's confidential dedicated Internet site (at [***]).

(h) Seller shall, according to the provisions set forth in **Exhibit G**, register on Sedex, which is a platform relating to the performance by Seller on sustainability issues.

(i) Seller shall cause any Affiliates involved in the performance of this Agreement to comply with this Section 9.20.

9.21 Crisis Management. In the event of any case of a "Crisis" or "Incident" as defined in the **Exhibit H**:

(a) Seller shall implement the agreed crisis management procedure as attached in **Exhibit H**;

(b) Seller shall not make any public statement, communication or press release, without Buyer's prior written consent, which consent is not to be unreasonably withheld, conditioned or delayed; and

(c) any public statement or communication or press release relating to the Crisis or Incident or generally the relationship with Buyer, must be approved in writing by Buyer before it is made public.

9.22 Non-Solicitation.

(a) During the Term and for a period of [***] months following its expiration or termination for any reason, neither Party shall solicit, recruit, hire or otherwise employ or retain, directly or indirectly (including through any Affiliate), any person employed by the other Party (or any of its Affiliates) who is or has been involved in the negotiations and/or the performance of this Agreement, in whole or in part, even if such Party is contacted for that purpose by such employee, except for general solicitation of employment not directed at such persons.

(b) Each Party acknowledges and agrees that the above undertaking is intended to protect each Party's respective trade secrets and goodwill.

(c) In the event a Party breaches this Section 9.22, the breaching Party shall pay the non-breaching Party, upon its demand, an amount, as liquidated damages for breach of this Section 9.22, equal to the aggregate compensation (including bonuses or the pro rata portion thereof) paid by the non- breaching Party to such employee during the [***] months prior to the date such employee commences to be employed by or provide services to the soliciting Party.

9.23 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

(a) Except as set forth in this Section 9.23, Seller shall not assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without Buyer's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed, except that Buyer's consent shall not be required in the case of an assignment to (i) an Affiliate of Seller, or (ii) the collateral assignment of this Agreement to a financial institution providing financing to Seller or an Affiliate of Seller.

(b) Buyer shall not assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement to any Person without the written consent of Seller, which consent shallnot be unreasonably withheld, conditioned or delayed, except that Seller's consent shall not be required (but written notice shall be required) in the case of an assignment to an Affiliate of Buyer.

(c) Any attempted assignment in violation of this Section 9.23 shall be null and void *ab initio* and the non-assigning Party shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to the Party attempting such assignment.

9.24 Subcontracting. Seller shall not use any Third Party Manufacturers in the production of Low Carbon-pX under this Agreement, without Buyer's prior written consent which shall not be unreasonably withheld or delayed. In case of subcontracting to Third Party Manufacturers, the following shall apply:

(a) Seller shall remain primarily liable to Buyer for the performance by its subcontractor of its obligations under this Agreement;

(b) Seller shall be solely responsible for payment of any sum due to its subcontractor; and

(c) Seller shall be responsible for compliance with all Applicable Laws relating to the involvement of such subcontractor in the performance of this Agreement.

[Signature page to follow.]

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

ORIGIN MATERIALS OPERATING, INC.,
a Delaware Corporation

By: _____
Name:
Title:

DANONE ASIA PTE LTD

By: _____
Name:
Title:

LIST OF EXHIBITS

Exhibit A	Terms and Conditions
Exhibit B	Price of Low Carbon-pX
Exhibit C	Technical Specifications Low Carbon-pX
Exhibit D	Confidentiality Agreement
Exhibit E	Buyer’s Sustainability Principles
Exhibit F	Buyer’s Purchasing Code of Ethics
Exhibit G	Sedex Platform
Exhibit H	Crisis Management Procedure
Exhibit I	Competitors

Exhibit A

EXHIBIT E

BUYER'S SUSTAINABILITY PRINCIPLES

To be attached.

Sustainability Principles

Fundamental Social Principles

CHILD LABOUR

The company does not employ children aged under 15.

If the law sets a higher minimum working age or compulsory schooling is to a higher age, it is this limit that applies.

Educational programs and training are not included in this limitation.

FORCED LABOUR

The company does not use forced or compulsory labor, meaning any work or service performed under threat or that is not consented to by the person concerned.

DISCRIMINATION

With due regard for Applicable Law, the company refuses to engage in any discriminatory practices.

Discrimination means any distinction, exclusion or preference limiting equality of opportunity or treatment.

It may be based on race, color, sex, sexual orientation, religion, political opinion, age, nationality, family obligations or other considerations.

FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING

The company recognizes and respects employees' freedom of association and their right to freely choose their representatives.

The company also recognizes employees' right to collective bargaining.

The company ensures that employee representatives do not suffer any discrimination.

HEALTH CARE AND SAFETY AT WORK

The company ensures that the workplace and its environment do not endanger the physical integrity or health of employees.

Action to reduce the causes of accidents and improve working conditions is the object of ongoing programs.

Sanitary equipment, canteens and housing provided to employees are built and maintained in accordance with applicable legal requirements.As a minimum, the company must provide employees with safe drinking water, clean toilets in adequate number, adequate ventilation, emergency exits, proper lighting and access to medical care.

7 WORKING HOURS

The company must ensure that national applicable legal restrictions on working hours, including overtime, are complied with.

Employees have at least one day off each week, apart from exceptional circumstances and for a limited period.

7 PAY

The company ensures that:

- no wage is lower than the applicable legal minimum;
- all employees receive a pay slip;
- employees receive a decent wage, as compared to standard pay practices in their country;
- wage rates for overtime are in all cases higher than for normal hours.

Fundamental Environmental Principles

1 PRESERVATION OF RESOURCES

PRODUCTION

The company shall work on minimizing the consumption of energy coming from all the sources.

It will develop the use of renewable energy.

PACKAGING

The company shall work on minimizing product's packaging for optimizing the product service (Eco-conception). To do so, the company shall endeavor to use the recycled Raw Material, contribute to developing recycling and recycling fields.

LOGISTICS

The company shall optimize transportation to reduce fuel consumption.

WATER

The company shall minimize the water consumption.

2 CHEMICALS

The company shall reduce the use of chemicals and fertilizers and exclude the use of chemicals and fertilizers which are hazardous to the health of employees and consumers.

3 CLIMATE CHANGE & GREENHOUSE GASES EMISSIONS

The company shall work at measuring direct and indirect greenhouse gases emissions of its different activities.

The company shall work at minimizing its overall greenhouse gases emissions.

4 ENVIRONMENTAL MANAGEMENT

The company shall work at measuring and controlling its environmental risks.

The company shall work at measuring its transported, imported and hazardous wastes according to the Basel Convention.

The company shall aim to put in place the environmental management system recognized by national/international authorities.

5 ANIMAL TESTING

Suppliers who provide either milk or meat to Danone should incorporate measures to protect the welfare of their livestock. Animal testing should not be performed if another scientifically satisfactory method of obtaining the result sought, not entailing the use of an animal, is reasonably and practically available.

Business Ethics Principles

The highest standards of ethical, moral and lawful conduct are expected from our suppliers. In particular, we expect our suppliers, their agents and their contractors, to be familiar with and comply with all legal and contractual obligations relating to their business activities, and we will not accept any conduct (including by omission) that is unlawful or that violates such obligations. Further, we prohibit the offer or receipt of gifts, hospitality or expenses whenever such arrangements could affect the outcome of business transactions and are not reasonable.

EXHIBIT G

SEDEX PLATFORM

To be attached.

Exhibit G

Each Danone's selected supplier shall have to register on Sedex.

Sedex is a common data platform, issued from a responsible sourcing initiative called AIM- PROGRESS.

Major FMCG companies (Mars, Diageo, Cadbury Schweppes, Kraft, Nestle, PepsiCo and Unilever) are taking part in the project whose objective is to develop a common approach towards supplier performance on the main sustainability issues (Labor Standards, Health & Safety, Environment and Business Integrity).

Sedex platform gives a supplier the opportunity to share its information not only with Danone but with any of the other AIM-PROGRESS members.

Therefore, each supplier selected by Danone shall register on Sedex platform (www.sedex.org.uk) for each of its production sites Danone. This will allow the supplier:

- to upload, store and share its information with as many of its customers as it choose to select;
- to satisfy the ethical information requirement for any of its customers who are members of Sedex;
- to upload audit results and to share them with its customers;
- to avoid multiple audits from different customers – all the members of AIM-PROGRESS group mutually recognize the audits done by any one of them.

The security of all data is of paramount importance to Danone and Sedex, and data can only be shared between companies in a supply chain relationship. As the owner of a site, the supplier must explicitly grant access to member companies within its supply chain.

FOURTH AMENDMENT TO AMENDED AND RESTATED SECURED PROMISSORY NOTE

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED SECURED PROMISSORY NOTE (this "**Amendment**") is dated as of August 1, 2022, and entered into by (A)(i) Origin Materials Operating, Inc. (formerly known as Micromidas, Inc.), a company organized and existing under the laws of the state of Delaware ("**Origin**"), whose principal office is at 930 Riverside Parkway, Suite 10, West Sacramento, CA 95605, United States of America, (ii) Origin Materials Canada Holding Limited, a corporation incorporated under the laws of the Province of New Brunswick ("**OMC Holding**"), whose principal office is at 44 Chipman Hill, Suite 1000, Saint John, New Brunswick, Canada E2L 2A9 and (iii) Origin Materials Canada Pioneer Limited, a corporation incorporated under the laws of the Province of New Brunswick ("**OMC Pioneer**"), whose principal office is at 44 Chipman Hill, Suite 1000, Saint John, New Brunswick, Canada E2L 2A9 (individually and collectively, "**Maker**") and (B) Danone Asia Pte Ltd, a limited liability company organized and existing under the laws of Singapore, whose registered office is at 60 Anson road, Mapletree Anson #09-03/04, Singapore 079914 (together with its successors and assigns, "**Holder**").

RECITALS

WHEREAS, Maker and Holder entered into that certain Amended and Restated Secured Promissory Note, dated as of May 17, 2019, as amended by that certain First Amendment to Amended and Restated Secured Promissory Note, dated as of November 8, 2019, as further amended by that certain Second Amendment to the Amended and Restated Secured Promissory Note, dated as of May 21, 2020 and the Third Amendment to the Amended and Restated Secured Promissory Note, dated as of January 22, 2021 (collectively, the "**Note**") evidencing certain Advances made by Holder to Maker in aggregate principal amount of $5,189,169.32 and setting forth the security and terms of repayment therefor;

WHEREAS, Maker and Holder wish to amend certain provisions of the Note, as more specifically set forth herein;

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1
DEFINED TERMS

ARTICLE 1 Capitalized Terms. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed thereto in the Note.

ARTICLE 2
AMENDMENTS TO NOTE

2.1 General Rule. Subject to the terms and conditions herein contained, the Note is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Note.

2.2 Amendments.

(a) Section 4(a) of the Note is hereby deleted in its entirety and replaced with the following:

> "(a) All payments shall be made to Holder in US Dollars in immediately available funds in full and without any deduction, withholding or set off of any kind, except that Holder may at its discretion freely offset any amount due and payable by Maker to Holder under this Note against any amount due and payable by Holder to Maker under the amended and restated offtake supply agreement dated May 17, 2019 between Holder and Maker. Maker agrees that the records maintained by Holder as to the date on which any Advance is made and the date and amount of each repayment of principal of any Advance received by Holder, shall be conclusive absent manifest error."

(b) Schedule 1 of the Note is hereby deleted in its entirety and replaced with Schedule 1 attached hereto.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. To induce Holder to enter into this agreement, Maker hereby represents and warrants to Holder that the representations and warranties of Maker which are contained in Section 9 of the Note, as amended hereby, are true and correct on the date hereof as if made on the date hereof or, to the extent any representation or warranty is made or deemed made as of a specific date, as of such date.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 Conditions Precedent. This agreement shall not become effective unless and until the date when the following conditions are met or waived (the "**Amendment Effective Date**"):

(i) the parties hereto shall have executed and delivered this agreement;

(ii) Maker shall have delivered to Holder any other documentation or certificates Holder may reasonably request.

ARTICLE 5
MISCELLANEOUS

5.1 Future References to the Note. On and after the date of this agreement, each reference in the Note to "this Note", "hereunder", "hereof", or words of like import referring to the Note, and each reference in any related document to the "Note", "thereunder", "thereof", or words of like import referring to the Note, shall mean and be a reference to the Note as amended hereby. The Note, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

5.2 Governing Law; Severability. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the

validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

5.3 Inurement. This agreement shall inure to the benefit of and shall be binding upon Maker and Holder and their respective successors and permitted assigns.

5.4 Conflict. If any provision of this agreement is inconsistent or conflicts with any provision of the Note, the relevant provision of this agreement shall prevail and be paramount.

5.5 Further Assurances. Maker shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as Holder may reasonably request for the purpose of giving effect to this agreement and to each and every provision hereof.

5.6 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on the date first above written.

MAKER:

Origin Materials Operating, Inc. (f/k/a Micromidas, Inc.)

By: _____
Name: Rich Riley
Its: Chairman

Origin Materials Canada Holding Limited

By: _____
Name: Rich Riley
Its: President

HOLDER:

Danone Asia Pte Ltd

By: _____
Name: _____
Its: _____

Schedule I

Payment Schedule

Date	Amount of Principle Payment (USD)	Amount of Interest Payment (USD)	Total Payment (USD)
September 1, 2024	$1,729,723.11	$961,077.67	$2,690,800.78
September 1, 2025	$1,729,723.11	$121,080.62	$1,850,803.73
September 1, 2026	$1,729,723.10	$60,540.31	$1,790,263.41

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated March 1, 2022, with respect to the consolidated financial statements of Origin Materials, Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2021, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned report in this Registration Statement, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

San Jose, California
August 3, 2022