

Fill in this information to identify your case:

United States Bankruptcy Court for the:

SOUTHERN DISTRICT OF TEXAS

Case number (if known) Chapter **11**☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name **Novvi, LLC**

2. All other names debtor used in the last 8 years

Include any assumed names, trade names and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) **45-3174744**

4. Debtor's address Principal place of business

**2525 Independence Parkway South
Deer Park, TX 77536**

Number, Street, City, State & ZIP Code

Harris

County

Mailing address, if different from principal place of business

**1600 Harbor Bay Parkway, Suite 250
Alameda, CA 94502**

P.O. Box, Number, Street, City, State & ZIP Code

Location of principal assets, if different from principal place of business

Number, Street, City, State & ZIP Code

5. Debtor's website (URL) **novvi.com**

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor **Novvi, LLC**
Name

Case number (if known)

7. Describe debtor's business**A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

3259**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☒ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No.
- ☐ Yes.

If more than 2 cases, attach a separate list.

District	_____	When	_____	Case number	_____
District	_____	When	_____	Case number	_____

Debtor **Novvi, LLC**
Name

Case number (if known)

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?
- ☒ No
☐ Yes.

List all cases. If more than 1, attach a separate list

Debtor Relationship
District When Case number, if known

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No☐ Yes.

Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

- ☐ It needs to be physically secured or protected from the weather.

- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

- ☐ Other

Where is the property?

Number, Street, City, State & ZIP Code

Is the property insured?

☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49☐ 50-99☐ 100-199☒ 200-999☐ 1,000-5,000☐ 5001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000

15. Estimated Assets

☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☐ \$1,000,001 - \$10 million☒ \$10,000,001 - \$50 million☐ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion

16. Estimated liabilities

☐ \$0 - \$50,000☐ \$1,000,001 - \$10 million☐ \$500,000,001 - \$1 billion

Debtor	Novvi, LLC	Case number (if known) _____
	Name	
	<input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,001 - \$1 million	<input checked="" type="checkbox"/> \$10,000,001 - \$50 million <input type="checkbox"/> \$50,000,001 - \$100 million <input type="checkbox"/> \$100,000,001 - \$500 million
		<input type="checkbox"/> \$1,000,000,001 - \$10 billion <input type="checkbox"/> \$10,000,000,001 - \$50 billion <input type="checkbox"/> More than \$50 billion

Debtor **Novvi, LLC**
Name

Case number (if known)

Request for Relief, Declaration, and Signatures**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature
of authorized
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **December 3, 2023**
MM / DD / YYYY**X /s/ Jason Wells**

Signature of authorized representative of debtor

Jason Wells

Printed name

Title **Interim President****18. Signature of attorney****X /s/ Matthew Okin**

Signature of attorney for debtor

Date **December 3, 2023**

MM / DD / YYYY

Matthew Okin

Printed name

Okin Adams Bartlett Curry LLP

Firm name

1113 Vine St., Suite 240**Houston, TX 77002**

Number, Street, City, State & ZIP Code

Contact phone **(713) 228-4100**Email address **info@okinadams.com****00784695 TX**

Bar number and State

Fill in this information to identify the case:**Debtor name:** Novvi, LLC**United States Bankruptcy Court for the:** Southern District of Texas**Case number (if known):** 23-_____☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 Largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 Largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Lazard Frères & Co. LLC V#87 30 Rockefeller Plaza New York NY 10112	Mark Lund Tel: 713-236-4639 mark.lund@lazard.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input checked="" type="checkbox"/> D			\$1,016,651.95
2	Harris County Assessor PO Box 4622 Houston TX 77210-4622	Ann Harris Bennett Tel: 713-274-8000 tax.office@hctx.net	Property taxes	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$367,993.30
3	NEXTREAT Laboratories HU-Hajmáskér V#87 Külterület major HRSZ 020/2 Hajmáskér 8192 Hungary	Josef Magyar josef.magyar@nextreatlab.com	Regulatory	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$264,781.41
4	Cooley LLP US-San Francisco V#87 3 Embarcadero Center 20th Floor San Francisco CA 94111	Kate Nichols Tel: 650-843-5877 ralpay@cooley.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$230,048.29
5	Honeywell US-Charlotte V#87 PO Box 70267 Chicago IL 60673	Cheryl Wilkinson Tel: 713-392-1382 cheryl.wilkinson@honeywell.com	Raw material	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$180,331.76
6	TM Deer Park Services US-Deer Park V#87 2525 Independence Parkway South Deer Park TX 77536	Chris Lobue Tel: 281-705-3174 chris.lobue@vlses.com	Waste disposal	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$145,558.19

Debtor **Novvi, LLC**

Case number (if known) 23-_____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
7	Brown, Jeffrey A. Contact Information Intentionally Omitted	Jeffrey A. Brown Contact Information Intentionally Omitted	Severance Claim	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$138,729.00
8	The Madison Group, LLC 1730 Pennsylvania Avenue, NW Suite 375 Washington DC 20006	AStorch@madisongr.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input checked="" type="checkbox"/> D			\$75,063.38
9	Ordiant Capital Advisors US-San Francisco V#87 601 Montgomery St Ste 820 San Francisco CA 94111	Shannon Morgan Tel: 415-805-6782 smorgan@ordiant.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$61,107.52
10	Bryan Cave LLP US-San Francisco V#87 Three Embarcadero Center 7th Floor San Francisco CA 94111	Roger Dellinger Tel: 314-259-6562 Roger.Dellinger@bclplaw.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$53,760.42
11	Harbor Bay Parkway V 87 PO Box 60148 City of Industry CA 91716	atkinson@pacelineinvestors.com	Rent	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$41,399.55
12	Merchant & Gould 150 South Fifth Street Suite 2200 Minneapolis MN 55402	Tel: 612-332-5300	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$29,955.59
13	The Lahanas Group V#87 81 Orchard Street Ramsey NJ 07446	Konnie Lahanas Tel: 201-349-7545 kostas@lahanas.com	Regulatory	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$25,000.00
14	GS Insulation & Scaffolding US-Houston 4523 Almeda Genoa Rd. Houston TX 77048	Gustavo Salinas Tel: 832-329-1818 gsinsulationnscaffolding@gmail.com	Plant construction	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$22,345.00
15	Texas Molecular Chemicals US-Deer Park,V 2525 Independence Parkway South Deer Park TX 77536	Chris Lobue Tel: 281-705-3174 chris.lobue@vlses.com	Rent	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$22,072.70
16	J Joseph Consulting V 87 21732 Hardy Oak Blvd Suite 101 San Antonio TX 78258	Tel: 210-587-2788 cclark@jjc.com	Tax service	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$18,599.00

Debtor **Novvi, LLC**

Case number (if known) 23-_____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
17	Sullivan Process Control PO Box 1706, 450 Covington Road Haughton LA 71037	Robyn Hoskins Tel: 318-266-8736 rhoskins@sullivanprocess.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$17,786.14
18	ChemTreat US-Chicago V#87 5640 Cox Rd Glen Allen VA 23060	Kayla Jackson Tel: 804-935-2178 Kayla.Jackson@chemtreat.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$12,826.35
19	Lok, Brent US#87 Contact Information Intentionally Omitted	Brent Lok Contact Information Intentionally Omitted	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$12,000.00
20	Ham, Langston & Brezina 11550 Fuqua St Houston TX 77034	David Borda Tel: 281-617-0205 dborda@hlb-cpa.com	Tax service	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$11,755.00
21	JPMorgan Chase Bank, NA 270 Park Ave New York NY 10017	Cristiana Pimentel Tel: 281-848-3046 cristiana.pimentel@chase.com	PPP Loan	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$10,000.00
22	ABB Process Automation,US-Houston,V#87 P.O. Box 88868 Chicago IL 60695-1868	Lyndsey Forster Tel: 764-414-1686 lyndsey.forster@us.abb.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$9,363.30
23	IPFS Insurance Corp PO Box 412086 Kansas City MO 64141	Jeff Baker Tel: 816-410-6708 Jeff.Baker@ipfs.com	Insurance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$7,888.22
24	Eggelhof Incorporated US-HoustonV#876462.93 PO Box 4346 Dept 171 Houston TX 77210	Gary Middleton Tel: 713-923-9461 houston@eggelhof.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$6,462.93
25	ISO Chem US-Houston V#87 11000 Beaumont Hwy Houston TX 77078	Nhu Huynh Tel: 713-673-3909 nhuq@isochemsvc.com	Storage	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$6,357.00
26	SGH Consulting US-Marlboro V#87 9 Sullivan Ct Marlboro New Jersey NJ 07746	Steven Haffner Tel: 908-672-8012 sghaffn2015@gmail.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$6,000.00

Debtor **Novvi, LLC**

Case number (if known) 23-_____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
27	Coastal Welding Supply Inc US-Beaumont V#8 PO Box 3029 Beaumont TX 77704	Marilyn Marshall Tel: 409-981-7700 mmarshall@coastalws.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$5,795.75
28	Mass Flow Technology US-Baytown V#875500 3523 N Hwy 146 Baytown TX 77520	Karen Benitez Tel: 281-427-7284 kbenitez@massflowtechsolutions.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$5,500.00
29	Cherry Bekaert LLP V#874987.5 PO Box 25549 Richmond VA 23260	Joe Haehner Tel: 404-733-3289 jochen.haehner@cbh.com	Professional services	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$4,987.50
30	A&K Industrial Repair US-LaPorte, V#874936.22 8401 Mosley RD Houston TX 77075	Craig A Dodds Tel: 281-470-8848 ankinds@aol.com	Plant maintenance	<input type="checkbox"/> C <input type="checkbox"/> U <input type="checkbox"/> D			\$4,936.22

Fill in this information to identify the case:Debtor name Novvi, LLCUnited States Bankruptcy Court for the: SOUTHERN DISTRICT OF TEXAS

Case number (if known) _____

☐ Check if this is an amended filingOfficial Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 3, 2023**X /s/ Jason Wells**_____
Signature of individual signing on behalf of debtor**Jason Wells**_____
Printed name**Interim President**_____
Position or relationship to debtor

**United States Bankruptcy Court
Southern District of Texas**

In re **Novvi, LLC**

Debtor(s)

Case No.

Chapter

11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
American Refinancing Group, Inc. (ARG) Attn: Brian J. Zolkos, CFO 55 Alpha Drive West The Landings - 3rd Floor Pittsburgh, PA 15238	6.1% Ownership	139,891	Membership Interest
Amyris, Inc. Pachulski Stang Ziehl & Jones LLP Attn: Jason Rosell 780 3rd Avenue #34 New York, NY 10017	16.1% Ownership	372,437	Membership Interest
Chevron Products Company Jones Day Attn: Paul Green 717 Texas St., Suite 3300 Houston, TX 77002	66.5% Ownership	1,533,024	Membership Interest
H&R Group US, Inc. Foley & Lardner LLP Attn: Holland O'Neil 2021 McKinney Ave., Suite 1600 Dallas, TX 75201	11.3% Ownership	260,793	Membership Interest

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **Interim President** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **December 3, 2023**Signature **/s/ Jason Wells**
Jason Wells

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*

**United States Bankruptcy Court
Southern District of Texas**

In re **Novvi, LLC**

Debtor(s)

Case No.

Chapter

11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **Novvi, LLC** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

Amyris, Inc.
Pachulski Stang Ziehl & Jones LLP
Attn: Jason Rosell
780 3rd Avenue #34
New York, NY 10017

Chevron Products Company
Jones Day
Attn: Paul Green
717 Texas St., Suite 3300
Houston, TX 77002

H&R Group US, Inc.
Foley & Lardner LLP
Attn: Holland O'Neil
2021 McKinney Ave., Suite 1600
Dallas, TX 75201

☐ None [Check if applicable]

December 3, 2023

Date

/s/ Matthew Okin

Matthew Okin

Signature of Attorney or Litigant

Counsel for **Novvi, LLC**

Okin Adams Bartlett Curry LLP

1113 Vine St., Suite 240

Houston, TX 77002

(713) 228-4100 Fax: (888) 865-2118

info@okinadams.com

**ACTION BY UNANIMOUS
WRITTEN CONSENT
OF THE BOARD OF MANAGERS
OF
NOVVI LLC**

October 30, 2023

The undersigned, being all of the managers on the Board of Managers of Novvi LLC (the “**Company**”), a Delaware limited liability company, in accordance with the Delaware Limited Liability Company Act, do hereby consent to the adoption of the following resolutions, effective as of the date hereof, as if such resolutions had been adopted at a duly convened meeting of the Board of Managers of the Company in accordance with Section 18-404 of the Delaware Limited Liability Company and Article 5 of the Fourth Amended and Restated Operating Agreement of Novvi LLC, dated as of March 12, 2018 (the “**Operating Agreement**”) (capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Operating Agreement).

Member New Loan Financing

WHEREAS, the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, for the Company to secure funding from the Members of the Company (“**Member Loans**”) from time to time through a priming loan facility evidenced by the issuance of one or more Priming Non-Revolving Senior Secured Notes substantially in the form attached hereto as **Exhibit A** and issued by the Company payable to a participating Member (collectively, “**Priming Notes**”) in the principal amount of up to \$10,000,000, which Priming Notes shall be secured by the first-priority security interests granted by the Company pursuant to that certain Security Agreement and the Intellectual Property Security Agreement (Trademarks) and Intellectual Property Security Agreement (Patents), and supported by the Subordination Agreement, each substantially in the form attached hereto as **Exhibit B**, (the “**Priming Security Documents**”) and collectively with the Priming Notes and each instrument, agreement, certificate, or document executed in connection therewith from time to time, together with such other changes, amendments and modification as may be approved by any authorized executing officer as evidenced by such officer’s execution thereof, the “**Priming Loan Documents**”);

WHEREAS, pursuant to Section 4.04(b) of the Operating Agreement, each Member will have the opportunity under Section 4.04(b) to make or extend Member Loans to the Company in its respective pro rata portion of the Priming Note; and

WHEREAS, the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that, subject to receipt of required written consents of Members set forth in the Operating Agreement, in the event a Member(s) declines to fund under the Priming Loan Documents then (i) each Member participating in the Priming Note funding (“**Financing Member**”) shall be entitled to lend under the Priming Notes and Priming Loan Documents up to its Ratable Share of all such non-funding Members’ Financing Allocation amounts and (ii) if not all Financing Members so lend their Ratable Share, a Financing Member shall be entitled to lend under the Priming Notes and Priming Loan Documents any remaining amount of such Financing

Allocation, where “**Ratable Share**” means with respect to a particular Financing Member, the proportion that such Financing Member’s outstanding Member Loans bear to the outstanding Member Loans of all of the Financing Members;

NOW, THEREFORE, BE IT RESOLVED, that, subject to the receipt of the requisite approval of the Members, the Priming Notes and Priming Loan Documents, and the financing transactions contemplated thereunder, and each hereby is, adopted, ratified and approved in all respects;

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to issue from time to time the Priming Notes to Financing Members, in the principal amount of up to \$10,000,000, and to grant the security interests in, and liens on, collateral pursuant to the Priming Security Documents; and

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Priming Notes and the Priming Loan Documents from time to time and to cause the Company to perform its obligations thereunder.

Restructuring Support Agreement, Chapter 11 Filing, Termination and/or Amendment of Certain Agreements

WHEREAS, the Board of Managers has reviewed the materials presented by the management of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it, and the effect of the foregoing on the business of the Company;

WHEREAS, the Board of Managers has had the opportunity to consult with management of the Company and advisors and to fully consider each of the strategic alternatives available to the Company;

WHEREAS, the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company file a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”) for the purpose of restructuring Company’s business affairs;

WHEREAS, the Board of Managers has reviewed a restructuring and support agreement substantially in the form attached hereto as **Exhibit C** (the “**Restructuring and Support Agreement**”) among the Company and H&R Group US, Inc. and Chevron Products Company, a division of Chevron U.S.A. Inc., providing for, among other things, the terms and conditions of the DIP Term Financing (defined in the Restructuring Support Agreement in **Exhibit C**) to be provided by H&R Group US, Inc. following Company’s filing of a voluntary petition and Company’s use of cash collateral, and the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company enter into the Restructuring Support Agreement;

WHEREAS, the Operating Agreement defines a “**Related Party Transaction**” as any deal, operation, transaction and/or business relationship between, on one side, the Company or a Person Controlled by the Company and, on the other side, a Member or any Affiliate of such Member, or their respective officers, directors, managers or relatives up to three degrees of relationship separation;

WHEREAS, the Restructuring and Support Agreement is understood to be a Related Party Transaction and the unconflicted Managers on the Board of Managers have concluded, and hereby confirm by their signature below, that the Restructuring and Support Agreement has been negotiated on an arms’ length basis under terms and conditions consistent to those that such parties would be offered in case such transaction were carried out with Third Parties, without a conflict of interest and in the best interests of the Company;

WHEREAS, in connection with the filing for bankruptcy and the restructuring, the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company enter into a termination agreement substantially in the form attached hereto as **Exhibit D** (the “**Termination Agreement**”) providing for the termination of that certain Second Amended and Restated IP License Agreement between the Company and Amyris, Inc. dated October 1, 2017 (as amended, restated or modified), that certain Renewable Farnesene Supply Agreement between the Company and Amyris, Inc. dated July 19, 2016 (as amended, restated or modified), and that certain Farnesene Strain Escrow Agreement among the Company, Amyris, Inc. and SciSafe Inc. dated July 19, 2016;

WHEREAS, in connection with the filing for bankruptcy and the restructuring, the Board of Managers deems it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company enter into an amendment and termination of joint development agreement substantially in the form attached hereto as **Exhibit E** (the “**JDA Amendment and Termination Agreement**”) in regard to that certain Joint Development Agreement between the Company and Chevron Products Company, a division of Chevron U.S.A. Inc. (“**Chevron**”), dated as of March 12, 2018 (the “**JDA**”) providing for the amendment of the JDA to modify certain terms as provided therein (which terms, among others, will survive termination of the JDA) and the subsequent termination of the JDA; and

WHEREAS, each of the Termination Agreement and the JDA Amendment and Termination Agreement is understood to be a Related Party Transaction and the unconflicted Managers on the Board of Managers have concluded, and hereby confirm by their signature below, that each has been negotiated on an arms’ length basis under terms and conditions consistent to those that such parties would be offered in case such transaction were carried out with Third Parties, without a conflict of interest and in the best interests of the Company.

NOW, THEREFORE, BE IT RESOLVED:

Restructuring Support Agreement; Termination and/or Amendment of Certain Agreements

RESOLVED, that, subject to the receipt of the requisite approval of the Members, the Restructuring Support Agreement, and the transactions contemplated thereunder, and each hereby is, adopted, ratified and approved in all respects;

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Restructuring Support Agreement and to cause the Company to perform its obligations thereunder;

RESOLVED FURTHER, that each of the Termination Agreement and the JDA Amendment and Termination Agreement is hereby adopted, ratified and approved in all respects; and

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the the Termination Agreement and the JDA Amendment and Termination Agreement.

Forbearance Agreement and Amended Note

WHEREAS, on July 1, 2022 the Board of Managers authorized the funding by Chevron and H&R Group US, Inc., (together with Chevron, the “**Funding Members**”) from time to time through a loan facility (the “**Member Loans**”) evidenced by the issuance of one or more Non-Revolver Secured Convertible Notes and issued by the Company payable to a participating Funding Member (collectively, the “**Member Notes**”) which were secured by the first-priority security interests granted by the Company pursuant to those certain Security Agreements (the “**Member Security Agreements**”) and supported by the Agreement with Respect to Priority, Ranking, and Payments (the “**Intercreditor**” and collectively with the Member Notes and Member Security Agreements and each instrument, agreement, certificate, or document executed in connection therewith from time to time, together with such other changes, amendments and modification as may be approved by any authorized executing officer as evidenced by such officer’s execution thereof, the “**Member Loan Documents**”);

WHEREAS, the Member Loans matured on June 30, 2023, and as of such date, the Company was unable to make the payments required pursuant to the Member Loan Documents;

WHEREAS, each Funding Member agreed to forbear payment and amend its Member Note, and only with respect to H&R, to extend the maturity of the Member Loans funded thereunder, pursuant to those certain Forbearance Agreements (the “**Forbearance Agreements**” and each instrument, agreement, certificate, or document executed in connection therewith from time to time, together with such other changes, amendments and modification as may be approved by any authorized executing officer as evidenced by such officer’s execution thereof, the “**Forbearance Documents**”); and

WHEREAS, the Board of Managers believes it is desirable for and in the best interest of the Company to consummate the transactions contemplated by the Forbearance Documents on the terms and conditions thereof.

NOW, THEREFORE, BE IT RESOLVED, that the Forbearance Agreements and any other Forbearance Documents, and the financing transactions contemplated thereunder, and each hereby is, adopted, ratified and approved in all respects;

RESOLVED FURTHER, that the officers of the Company (each, an “**Authorized Officer**”) be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to issue amendments to the Member Notes and reaffirm the granted security interests in

and liens on the applicable Collateral; and

RESOLVED FURTHER, that each Authorized Officer be, and each hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Forbearance Agreement and any other Forbearance Documents from time to time and to cause the Company to perform its obligations thereunder.

Chapter 11 Filing

RESOLVED FURTHER, that the Board of Managers has determined that it is desirable and in the best interests of the Company, its equity holders, its creditors as a whole, and other parties in interest, that the Company file a voluntary petition for relief (the “**Petition**”) and commence a case (the “**Chapter 11 Case**”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Board of Managers hereby authorize, direct, empower and appoint Jason Wells as the Company’s representative (the “**Authorized Representative**”), acting in the name and on behalf of the Company, to: (i) verify and execute the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court at any time prior to December 1, 2023, and to make or cause to be made prior to the execution thereof any modifications to the Petition or ancillary documents; (ii) execute, verify, and file or cause to be filed all of the petition, schedules, lists, motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and (iii) to conduct the restructuring and execute all documents or papers necessary or desirable to effectuate the proposed restructuring;

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to execute and deliver the DIP Term Credit Documents, as defined in the Restructuring Support Agreement, and to cause the Company to perform its obligations thereunder consistent with the terms provided in the Restructuring Support Agreement;

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to prepare, file, solicit, and seek confirmation of a plan and disclosure statement consistent with the Restructuring Support Agreement, and take all actions needed to effectuate that plan from time to time and to cause the Company to perform its obligations thereunder; and

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to conduct the Chapter 11 Case as the Authorized Representative in his discretion deems appropriate consistent with the terms and purposes of the Restructuring Support Agreement.

Retention of Professionals

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Board of Managers hereby authorize and direct the Authorized Representative, in the

name of, and on behalf of the Company, to employ the law firm of Okin Adams Bartlett Curry LLP (“**Okin Adams**”) to represent the Company as general bankruptcy counsel and to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of the Company, including the preparation of pleadings and filings in the Chapter 11 Case; and in connection therewith, the Authorized Representative is authorized and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Okin Adams; and

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, the Board of Managers hereby authorize and direct the Authorized Representative, in the name and on behalf of the Company, to employ any individual and/or firm as counsel, professionals, consultants, claims agents or financial advisors to the Company as the Authorized Representative may deem advisable, appropriate, convenient, desirable or necessary to represent and assist the Company in carrying out their duties under the Bankruptcy Code and any other applicable law.

Waiver of Notice Requirement

RESOLVED FURTHER, that the Board of Managers have agreed to waive, and do hereby waive, the five (5) Business Days’ notice requirement under Section 5.07 of the Operating Agreement for the effectiveness of the actions to be taken under this written consent.

General Resolutions

RESOLVED FURTHER, that, subject to the receipt of the requisite approval of the Members, in addition to the specific authorizations heretofore conferred and directed, the officers and managers of the Company be, and hereby are, authorized and empowered, in the name of and behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each as in such officer’s or manager’s judgment, shall be necessary, appropriate, desirable, or proper in order to fully carry out the intent and accomplish the purposes of these resolutions adopted herein; and

RESOLVED, that, subject to the receipt of the requisite approval of the Members, all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by the Board of Managers.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.



Name: Patrick Ching

Name: Tracey Gardiner

Name: Claudia Graham

Name: Alicia Logan

Name: Eric Resnick

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

Name: Patrick Ching



Name: Tracey Gardiner

Name: Claudia Graham

Name: Alicia Logan

Name: Eric Resnick

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

Name: Patrick Ching

Name: Tracey Gardiner

Claudia Graham

Name: Claudia Graham

Name: Alicia Logan

Name: Eric Resnick

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

Name: Patrick Ching

Name: Tracey Gardiner

Name: Claudia Graham



Name: Alicia Logan

Name: Eric Resnick

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

Name: Patrick Ching

Name: Tracey Gardiner

Name: Claudia Graham

Name: Alicia Logan



Name: Eric Resnick

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

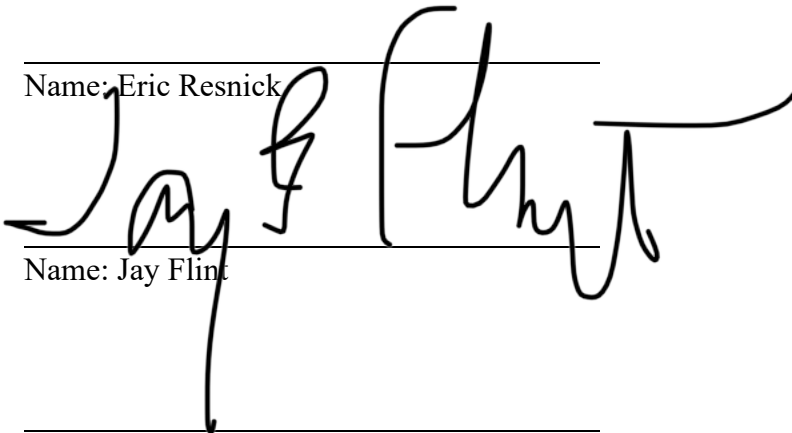
Name: Patrick Ching

Name: Tracey Gardiner

Name: Claudia Graham

Name: Alicia Logan

Name: Eric Resnick



Name: Jay Flint

Name: Charles Kraft

[Signature Page to Novvi LLC Written Consent of Board of Managers]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

Name: Patrick Ching

Name: Tracey Gardiner

Name: Claudia Graham

Name: Alicia Logan

Name: Eric Resnick

Name: Jay Flint

Charles Kraft
Name: Charles Kraft

[Signature Page to Novvi LLC Written Consent of Board of Managers]

**ACTION BY WRITTEN CONSENT
OF THE MEMBERS
OF
NOVVI LLC**

October 30, 2023

The undersigned, being members of Novvi LLC (the “**Company**”), a Delaware limited liability company, in accordance with the Delaware Limited Liability Company Act, do hereby consent to the adoption of the following resolutions, effective as of the date hereof, as if such resolutions had been adopted at a duly convened meeting of the members of the Company in accordance with Section 18-302 of the Delaware Limited Liability Company and Article 5 of the Fourth Amended and Restated Operating Agreement of Novvi LLC, dated as of March 12, 2018 (the “**Operating Agreement**”) (capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Operating Agreement).

Member New Loan Financing

WHEREAS, the Board of Managers has approved the funding by the Members of the Company (the “**Member Loans**”) from time to time through a priming loan facility evidenced by the issuance of one or more Priming Non-Revolving Senior Secured Notes substantially in the form attached hereto as **Exhibit A** and issued by the Company payable to a participating Member (collectively, the “**Priming Notes**”) in the principal amount of up to \$10,000,000, which Priming Notes shall be secured by the first-priority security interests granted by the Company pursuant to that certain Security Agreement and the Intellectual Property Security Agreement (Trademarks) and Intellectual Property Security Agreement (Patents), and supported by the Subordination Agreement, each substantially in the form attached hereto as **Exhibit B** (the “**Priming Security Documents**” and collectively with the Priming Notes and each instrument, agreement, certificate, or document executed in connection therewith from time to time, together with such other changes, amendments and modification as may be approved by any authorized executing officer as evidenced by such officer’s execution thereof, the “**Priming Loan Documents**”);

WHEREAS, the undersigned Members constitute the holders of at least eighty-five percent (85%) of the outstanding Units;

WHEREAS, pursuant to Section 4.04(b) of the Operating Agreement, each Member will have the opportunity under Section 4.04(b) to make or extend Member Loans to the Company in its respective pro rata portion of the Priming Note;

WHEREAS, each of Amyris and Chevron (as defined below) has elected to waive, and by its signature below, each of Amyris and Chevron hereby does waive its

respective right to make or extend Member Loans of its respective portion under the Priming Loan Documents (including, for sake of clarity, its right to fund its respective portion of any and all advances under the Priming Loan Documents) and its right to receive any notice pursuant to Section 4.04(b) of the Operating Agreement with respect to the Priming Loan Documents or any advances requested or made thereunder;

WHEREAS, the Board of Managers has also approved that in the event a Member(s) declines to fund under the Priming Loan Documents then (i) each Member participating in the Priming Note funding (“**Financing Member**”) shall be entitled to lend under the Priming Notes and Priming Loan Documents up to its Ratable Share of all such non-funding Members’ Financing Allocation amounts and (ii) if not all Financing Members so lend their Ratable Share, a Financing Member shall be entitled to lend under the Priming Notes and Priming Loan Documents any remaining amount of such Financing Allocation, where “**Ratable Share**” means with respect to a particular Financing Member, the proportion that such Financing Member’s outstanding Member Loans bear to the outstanding Member Loans of all of the Financing Members;

NOW, THEREFORE, BE IT RESOLVED, that the Priming Notes and Priming Loan Documents, and the financing transactions contemplated thereunder, and each hereby is, adopted, ratified and approved in all respects;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to issue from time to time the Priming Notes to Financing Members, in the principal amount of up to \$10,000,000, and to grant the security interests in, and liens on, collateral pursuant to the Priming Security Documents;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized, directed and empowered, as security for any and all indebtedness of the Company under the Priming Notes and any other Priming Loan Documents, whether arising pursuant to this resolution or otherwise, to grant, transfer, pledge, mortgage, assign, or otherwise hypothecate to each holder of a Priming Note, or deed in trust for its benefit, in each case, for the benefit of such holder, any property of any and every kind, belonging to the Company, including, but not limited to, any and all real property, accounts, inventory, equipment, general intangibles (including without limitation patents, copyrights, trademarks and other intellectual property), investment property, instruments, documents, chattel paper, notes, money, deposit accounts, furniture, fixtures, goods, and other property of every kind, and to execute and deliver any and all grants, transfers, loan or credit agreements, pledge agreements, mortgages, deeds of trust, financing statements, security agreements, master agreements, schedules, confirmations, or annexes and other hypothecation agreements, which said documents and the documents referred to in the preceding resolution may contain such provisions, covenants, recitals and

agreements as may be required and said officers may approve, and the execution thereof by said officers shall be conclusive evidence of such approval; and

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Priming Notes and the Priming Loan Documents from time to time and to cause the Company to perform its obligations thereunder.

Restructuring Support Agreement and Chapter 11 Filing

WHEREAS, the undersigned Members have reviewed the materials presented by the management of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it, and the effect of the foregoing on the business of the Company;

WHEREAS, the undersigned Members have had the opportunity to consult with management of the Company and advisors and to fully consider each of the strategic alternatives available to the Company;

WHEREAS, the undersigned Members deem it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company file a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”) for the purpose of restructuring Company’s business affairs;

WHEREAS, the undersigned Members have reviewed a restructuring support agreement substantially in the form attached hereto as **Exhibit C** (the “**Restructuring Support Agreement**”) by and among the Company and H&R Group US, Inc. and Chevron Products Company, a division of Chevron U.S.A. Inc. (“**Chevron**”), providing for, among other things, the terms and conditions of the DIP Term Financing (defined in the Restructuring Support Agreement) to be provided by H&R Group US, Inc. following Company’s filing of a voluntary petition and the Company’s use of cash collateral, and the undersigned Members deem it advisable and in the best interests of the Company, its creditors, Members, and other interested parties, that the Company enter into the Restructuring Support Agreement; and

WHEREAS, the undersigned Members constitute the holders of at least eighty-five percent (85%) of the outstanding Units.

NOW, THEREFORE, BE IT RESOLVED:

Restructuring Support Agreement

RESOLVED, that the Restructuring Support Agreement, and the transactions contemplated thereunder, and each hereby is, adopted, ratified and approved in all respects; and

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Restructuring Support Agreement and to cause the Company to perform its obligations thereunder.

Chapter 11 Filing

RESOLVED FURTHER, that the undersigned Members have determined that it is desirable and in the best interests of the Company, its equity holders, its creditors as a whole, and other parties in interest, that the Company file a voluntary petition for relief (the “**Petition**”) and commence a case (the “**Chapter 11 Case**”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

RESOLVED FURTHER, that the undersigned Members hereby authorize, direct, empower and appoint Jason Wells as the Company’s representative (the “**Authorized Representative**”), acting in the name and on behalf of the Company, to: (i) verify and execute the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court at any time prior to December 1, 2023, and to make or cause to be made prior to the execution thereof any modifications to the Petition or ancillary documents; (ii) execute, verify, and file or cause to be filed all of the petition, schedules, lists, motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and (iii) to conduct the restructuring and execute all documents or papers necessary or desirable to effectuate the proposed restructuring;

RESOLVED FURTHER, that the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to execute and deliver the DIP Term Credit Documents, as defined in the Restructuring Support Agreement, and to cause the Company to perform its obligations thereunder consistent with the terms provided in the Restructuring Support Agreement;

RESOLVED FURTHER, that the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to prepare, file, solicit, and seek confirmation of a plan and disclosure statement consistent with the Restructuring Support Agreement, and take all actions needed to effectuate that plan from time to time and to cause the Company to perform its obligations thereunder; and

RESOLVED FURTHER, that the Authorized Representative is hereby authorized and directed, for and on behalf of the Company, to conduct the Chapter 11 Case as the

Authorized Representative in his discretion deems appropriate consistent with the terms and purposes of the Restructuring Support Agreement.

Retention of Professionals

RESOLVED FURTHER, that the undersigned Members hereby authorize and direct the Authorized Representative, in the name of, and on behalf of the Company, to employ the law firm of Okin Adams Bartlett Curry LLP (“**Okin Adams**”) to represent the Company as general bankruptcy counsel and to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of the Company, including the preparation of pleadings and filings in the Chapter 11 Case; and in connection therewith, the Authorized Representative is authorized and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Okin Adams; and

RESOLVED FURTHER, that the undersigned Members hereby authorize and direct the Authorized Representative, in the name and on behalf of the Company, to employ any individual and/or firm as counsel, professionals, consultants, claims agents or financial advisors to the Company as the Authorized Representative may deem advisable, appropriate, convenient, desirable or necessary to represent and assist the Company in carrying out their duties under the Bankruptcy Code and any other applicable law.

Waiver of Notice Requirement

RESOLVED FURTHER, that the undersigned Members have agreed to waive, and do hereby waive, the five (5) Business Days’ notice requirement under Section 5.07 of the Operating Agreement for the effectiveness of the actions to be taken under this written consent.

General Resolutions

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred and directed, the officers and managers of the Company be, and hereby are, authorized and empowered, in the name of and behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each as in such officer’s and manager’s judgment, shall be necessary, appropriate, desirable, or proper in order to fully carry out the intent and accomplish the purposes of these resolutions adopted herein; and

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by the undersigned Members.

Amyris Approval

WHEREAS, the approval of Amyris, Inc. (“**Amyris**”) to all of the actions contemplated under Member New Loan Financing, Restructuring Support Agreement and Chapter 11 Filing, Restructuring Support Agreement and Retention of Professionals, is subject to the ratification of United States Bankruptcy Court for the District of Delaware (“**Amyris Bankruptcy Court Ratification**”).

NOW, THEREFORE, BE IT RESOLVED, that immediately upon receipt of Amyris Bankruptcy Court Ratification, all of the actions contemplated under Member New Loan Financing, Restructuring Support Agreement and Chapter 11 Filing, Restructuring Support Agreement and Retention of Professionals are ratified, but effective as of the date written above; and

RESOLVED FURTHER, written evidence of the Amyris Bankruptcy Court Ratification shall be made part of the Company’s corporate records.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

AMYRIS, INC.

By: Charles Kraft
Name: Charles Kraft
Vice President of Manufacturing and
Process Development

AMERICAN REFINING GROUP, INC.

By: _____
Name:
Title:

H&R GROUP, INC.

By: _____
Name: Joe Zhou
Title: Global Business Development Director

**CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC.**

By: _____
Name: Alicia Long
Title: General Manager, Base Oils &
Attorney-in-fact

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.


AMYRIS, INC.

By: _____
Name: Charles Kraft
Vice President of Manufacturing and
Process Development

AMERICAN REFINING GROUP, INC.

By: _____
Name: _____
Title: _____

H&R GROUP US, INC.

By:  _____
Name: Joe Zhou
Title: Global Business Development Director

**CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC.**

By: _____
Name: _____
Title: _____

[Signature Page to Novvi LLC Written Consent of Members]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date written above.

AMYRIS, INC.

By: _____
Name: Charles Kraft
Vice President of Manufacturing and
Process Development

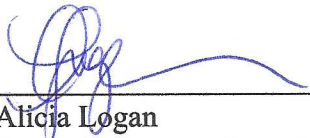
AMERICAN REFINING GROUP, INC.

By: _____
Name:
Title:

H&R GROUP US, INC.

By: _____
Name: Niels H. Hansen
Title: Managing Director

**CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC.**

By:  _____
Name: Alicia Logan
Title: General Manager, Base Oils &
Attorney-in-fact