
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 10, 2023**

YIELD10 BIOSCIENCE, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

001-33133

(Commission File Number)

04-3158289

(IRS Employer Identification No.)

**19 Presidential Way,
Woburn, Massachusetts**

(Address of principal executive offices)

01801

(Zip Code)

Registrant's Telephone Number, Including Area Code: **(617) 583-1700**

N/A

(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class

Trading Symbol(s)

**Name of each exchange on which
registered**

Common stock, par value \$0.01 per share

YTEN

The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement

On August 10, 2023, Yield10 Bioscience, Inc. (the “Company”) entered into a securities purchase agreement (the “Purchase Agreement”) with the investors party thereto, in connection with an offering of the Company’s securities pursuant to an effective registration statement on [Form S-1 \(File No. 333-273240\)](#), [as initially filed with the Securities and Exchange Commission \(the “Commission”\) on July 14, 2023, as amended on August 2, 2023](#), and declared effective by the Commission on August 10, 2023, and a related prospectus filed with the Commission (the “Offering”). In the Offering, the Company agreed to issue and sell 5,750,000 units (the “Units”), each consisting of (a) one share (the “Shares”) of the Company’s common stock, par value \$0.01 per share (the “Common Stock”) and (b) one warrant (the “Warrants”) to purchase one share of Common Stock. The Units were sold at a per Unit public offering price of \$0.65. The exercise price of each Warrant is \$0.65 per underlying share of Common Stock.

The net proceeds to the Company from the Offering are expected to be approximately \$3.1 million, after deducting placement agent fees and estimated offering expenses payable by the Company. The offering is expected to close on or about August 15, 2023, subject to the satisfaction of customary closing conditions.

The Warrants are immediately exercisable and will expire five years from the date of issuance. The Warrants contain standard adjustments to the exercise price including for stock splits, stock dividends, rights offerings and pro rata distributions. The Warrants also include certain rights upon “fundamental transactions” (as described in the Warrants), including the right of the holders thereof to receive from the Company or a successor entity the same type or form of consideration (and in the same proportion) that is being offered and paid to the holders of Common Stock in such fundamental transaction in the amount of the Black Scholes value (as described in the Warrant) of the unexercised portion of the Warrants on the date of the consummation of such fundamental transaction.

The Warrants include cashless exercise rights to the extent the shares of Common Stock underlying the Warrants are not registered under the Securities Act of 1933, as amended (the “Securities Act”).

Under the terms of the Warrants, a holder will not be entitled to exercise any portion of any such Warrant, if, upon giving effect to such exercise, the aggregate number of shares of Common Stock beneficially owned by the holder (together with its affiliates, any other persons acting as a group together with the holder or any of the holder’s affiliates, and any other persons whose beneficial ownership of Common Stock would or could be aggregated with the holder’s for purposes of Section 13(d) or Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) would exceed 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of such warrant, which percentage may be increased at the holder’s election upon 61 days’ notice to the Company subject to the terms of such warrants, provided that such percentage may in no event exceed 19.99% (the “Beneficial Ownership Limitation”). The Beneficial Ownership Limitation does not apply to Jack W. Schuler or any of his Affiliates (as such term is defined in the Warrants).

On August 10, 2023, the Company also entered into a placement agency agreement (the “Placement Agency Agreement”) with Maxim Group LLC and Lake Street Capital Markets, LLC (the “Placement Agents”). Pursuant to the terms of the Placement Agency Agreement, the Placement Agents agreed to use their reasonable best efforts to solicit offers to purchase the Units. Pursuant to the Placement Agency Agreement, the Company agreed to pay the Placement Agents a cash fee equal to 7.0% of the gross proceeds from the Offering, subject to certain exceptions specified in the Placement Agency Agreement, plus reimbursement of up to \$85,000 of legal fees and other expenses.

Simultaneously with the closing of the Offering, the Company expects to enter into a warrant agency agreement (the “Warrant Agency Agreement”) with Equiniti Trust Company, LLC (“Equiniti”), pursuant to which Equiniti will act as warrant agent with respect to the Warrants issued by the Company in the Offering.

The Placement Agency Agreement, form of Purchase Agreement, form of Warrant, and form of Warrant Agency Agreement are filed as Exhibits 10.1, 10.2, 4.1, and 4.2, respectively, and the description of the terms of each set forth herein is qualified in its entirety by reference to such exhibits.

Item 8.01 Other Events.

On August 11, 2023, the Company issued a press release announcing the pricing of the Offering described above in Item 1.01. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

None of the disclosures in this Current Report on Form 8-K nor the attached press release shall constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act, and Section 21E of the Exchange Act. The forward-looking statements in this Current Report do not constitute guarantees of future performance. Investors are cautioned that statements in this Current Report which are not strictly historical statements constitute forward-looking statements. Such forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated, including the risks and uncertainties detailed in the Company's filings with the Commission. The Company assumes no obligation to update any forward-looking information contained in this Current Report.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	Form of Warrant (incorporated herein by referenced to exhibit 4.9 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-273240), filed with the Commission on August 2, 2023)
4.2	Form of Warrant Agency Agreement (incorporated herein by referenced to exhibit 4.10 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-273240), filed with the Commission on August 2, 2023)
10.1	Placement Agency Agreement, dated as of August 10, 2023, by and among the Company, Maxim Group LLC, and Lake Street Capital Markets, LLC
10.2	Form of Securities Purchase Agreement, dated as of August 10, 2023, by and between the Company and each investor party thereto (incorporated herein by referenced to exhibit 10.21 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-273240), filed with the Commission on August 2, 2023)
99.1	Press Release dated August 11, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

YIELD10 BIOSCIENCE, INC.

Date: August 11, 2023

By: /s/ Oliver P. Peoples
Oliver P. Peoples
President & Chief Executive Officer

**CONFIDENTIAL**

August 10, 2023

Dr. Oliver P. Peoples, Ph.D.
President & Chief Executive Officer
Yield10 Bioscience, Inc.
19 Presidential Way, Suite 201
Woburn, MA 01801

Dear Dr. Peoples,

This agreement (the "Agreement") constitutes the agreement between Yield10 Bioscience, Inc., a Delaware corporation (the "Company"), Maxim Group, LLC ("Maxim" or the "Lead Manager"), and Lake Street Capital Markets, LLC ("Lake Street" or the "Co-Placement Agent," and together with Maxim, the "Agents"), that the Agents shall serve as the placement agents for the Company, on a "reasonable best efforts" basis (a "Placement"), in connection with the proposed offerings of securities (the "Securities") of the Company. The terms of such Placement and the Securities shall be mutually agreed upon by the Company and the Agents and, if a direct placement, the purchasers (each, a "Purchaser" and collectively, the "Purchasers") and nothing herein grants the Agents the power or authority to bind the Company or any Purchaser or creates an obligation for the Company to issue any Securities or complete the Placement. This Agreement and the documents executed and delivered by the Company and the Purchasers in connection with the Placement shall be collectively referred to herein as the "Transaction Documents." The date of the closing of the Placement shall be referred to herein as the "Closing Date." The Company expressly acknowledges and agrees that the Agents' obligations hereunder are on a reasonable best efforts basis only and that the execution of this Agreement does not constitute a commitment by the Agents to purchase the Securities and does not ensure the successful placement of the Securities or any portion thereof or the success of the Agents with respect to securing any other financing on behalf of the Company. Maxim may retain other brokers or dealers to act as sub-agents or selected-dealers on its behalf in connection with the Placement.

The sale of \$994,500 worth of Securities will be evidenced by a purchase agreement ("Purchase Agreement") between the Company and such Purchaser, if required by the Purchaser, in a form reasonably satisfactory to the Company and Maxim, with the balance of the Securities (\$2,743,000) being sold pursuant to the Prospectus (as defined in the Transaction Documents). Prior to the signing of any Purchase Agreement, officers of the Company with responsibility for financial affairs will be reasonably available to answer inquiries from prospective Purchasers.

Notwithstanding anything herein to the contrary, in the event that Maxim determines that any of the terms provided for hereunder shall not comply with a FINRA rule, including, but not limited to, FINRA Rule 5110, then the Company shall agree to amend this Agreement in writing upon the request of Maxim to comply with any such rules; provided that any such amendments shall not provide for terms that are less favorable to the Company.

SECTION 1. COMPENSATION AND OTHER FEES.

As compensation for the services provided by the Agents hereunder, the Company agrees to pay to the Agents the fees set forth below with respect to the Placement:

300 Park Avenue, 16th Floor * New York, NY 10022 * (212) 895-3500 * (800) 724-0761 * fax (212) 895-3783 * www.maximgrp.com

- (i) A cash fee payable immediately upon the closing of the Placement equal to seven percent (7.0%) of the aggregate gross proceeds raised in the Placement, excluding any amounts to be paid by the investors listed on Addendum B attached hereto, for which there shall be no fee (the "Cash Fee"). The Cash Fee shall be paid at the closing of the Placement (the "Closing").
- (ii) Subject to compliance with FINRA Rule 5110(f)(2)(D), the Company also agrees, in case of a Closing of the Placement, to reimburse the Lead Manager for all reasonable and documented out-of-pocket expenses incurred, including the reasonable fees, costs and disbursements of its legal counsel, in an amount not to exceed an aggregate of \$85,000. The Company will reimburse Lead Manager directly upon the Closing of the Placement from the gross proceeds raised in the Placement.

SECTION 2. RESERVED.

SECTION 3. REPRESENTATIONS AND WARRANTIES. The Company makes to the Agents all of the representations and warranties which the Company makes to the Purchasers in the Purchase Agreement, and in addition makes the following representation:

FINRA Affiliations. There are no affiliations with any FINRA member firm among the Company's officers, directors or, to the knowledge of the Company, any five percent (5%) or greater stockholder of the Company, except as set forth in the Company's public filings under the Securities Exchange Act of 1934, as amended, with the Securities and Exchange Commission (the "SEC Filings").

SECTION 4. REPRESENTATIONS OF AGENTS. Each Agent represents and warrants that it is (i) a member in good standing of FINRA, (ii) registered as a broker/dealer under the Securities Exchange Act of 1934 (the "Exchange Act"), and (iii) licensed as a broker/dealer under the laws of the States applicable to the offers and sales of Securities by such Agent. Maxim or Lake Street, as applicable, will immediately notify the Company in writing of any change in its status as such. Each Agent covenants that it will use its reasonable best efforts to conduct the Transaction hereunder in compliance with the provisions of this Agreement and the requirements of applicable law. Except as required by law or as contemplated by this agreement, the Agents will keep confidential all material nonpublic information, including information regarding the Transaction contemplated hereunder, provided to it by the Company or its affiliates or advisors and use such information only for the purposes contemplated herein.

SECTION 5. INDEMNIFICATION. The Company agrees to the indemnification and other agreements set forth in the Indemnification Provisions (the "Indemnification") attached hereto as Addendum A, the provisions of which are incorporated herein by reference and shall survive the termination or expiration of this Agreement.

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SECTION 6. ENGAGEMENT TERM. Maxim's engagement hereunder shall become effective on the date hereof and shall continue until the earlier of (i) the final Closing Date of the Placement and (ii) the date a party terminates the engagement according to the terms of the next sentence (such date, the "Termination Date"). After an initial period lasting until October 31, 2023, the Agreement may be terminated at any time by either party upon thirty (30) days' written notice to the other party, effective upon receipt of written notice to that effect by the other party. The Agreement may not be earlier terminated other than for Cause (defined hereinafter). If there is a Closing of the Placement, or if the Termination Date occurs prior to Closing of the Placement (other than for Cause), then if within six (6) months following such time, the Company completes any financing of equity, equity-linked, convertible or debt or other capital raising activity with, or receives any proceeds from, any of the investors contacted or introduced by Maxim during the term of this Agreement, then the Company will pay Maxim upon the closing of such financing or receipt of such proceeds the compensation set forth in Section 1 herein. "Cause," for the purpose of this Agreement, shall mean, as determined by a court of competent jurisdiction, Maxim's gross negligence, willful misconduct, or a material breach of this Agreement, after being notified in writing of such conduct, and not curing such alleged conduct within ten (10) business days of notification of such alleged wrongful conduct. Notwithstanding anything to the contrary contained herein, the provisions concerning confidentiality, indemnification, contribution, future rights and the Company's obligations to pay fees and reimburse expenses contained herein and the Company's obligations contained in the Indemnification Provisions will survive any expiration or termination of this Agreement. Maxim agrees not to use any confidential information concerning the Company provided to Maxim by the Company for any purposes other than those contemplated under this Agreement.

SECTION 7. RESERVED.

SECTION 8. LEAD MANAGER INFORMATION. The Company agrees that any information or advice rendered by Maxim in connection with this engagement is for the confidential use of the Company only in their evaluation of the Placement and, except as otherwise required by law, the Company will not disclose or otherwise refer to the advice or information in any manner without Maxim's prior written consent.

SECTION 9. NO FIDUCIARY RELATIONSHIP. This Agreement does not create, and shall not be construed as creating rights enforceable by any person or entity not a party hereto, except those entitled hereto by virtue of the Indemnification Provisions hereof. The Company acknowledges and agrees that the Agents are not and shall not be construed to be fiduciaries of the Company and shall have no duties or liabilities to the equity holders or the creditors of the Company or any other person by virtue of this Agreement or the retention of the Agents hereunder, all of which are hereby expressly waived.

SECTION 10. CLOSING. The obligations of Maxim and the closing of the sale of the Securities hereunder are subject to the accuracy, when made and on the Closing Date, of the representations and warranties on the part of the Company and its Subsidiaries contained herein, to the accuracy of the statements of the Company and its Subsidiaries made in any certificates pursuant to the provisions hereof, to the performance by the Company and its Subsidiaries of their obligations hereunder, and to each of the following additional terms and conditions:

(A) All corporate proceedings and other legal matters incident to the authorization, form, execution, delivery and validity of each of this Agreement, the Securities, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to Maxim, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(B) Agents shall have received from outside counsel to the Company such counsel's written opinion, addressed to the Agents and dated as of the Closing Date, in form and substance reasonably satisfactory to Maxim.

(C) Neither the Company nor any of its Subsidiaries (i) shall have sustained since the date of the latest audited financial statements of the Company included in the SEC Filings, any loss or interference with its business from fire, explosion, flood, terrorist act or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth in or contemplated by the SEC Filings, and (ii) since such date there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the business, general affairs, management, financial position, stockholders' equity, results of operations or prospects of the Company and its subsidiaries, otherwise than as set forth in or contemplated by the SEC Filings, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of Maxim, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or delivery of the Securities on the terms and in the manner contemplated by the Purchase Agreement.

(D) The common stock of the Company is registered under the Exchange Act.

(E) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Closing Date, prevent the issuance or sale of the Securities or materially and adversely affect or potentially and adversely affect the business or operations of the Company; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities or materially and adversely affect or potentially and adversely affect the business or operations of the Company.

(F) The Company shall have prepared and filed with the Commission a Current Report on Form 8-K with respect to the Placement.

(G) The Company shall have entered into Purchase Agreements with each of the Purchasers and such agreements shall be in full force and effect and shall contain representations and warranties of the Company as agreed between the Company and the Purchasers.

(H) Prior to the Closing Date, the Company shall have furnished to Maxim such further information, certificates and documents as Maxim may reasonably request.

SECTION 11. GOVERNING LAW. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such State. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Any right to trial by jury with respect to any dispute arising under this Agreement or any transaction or conduct in connection herewith is waived. Any dispute arising under this Agreement may be brought into the courts of the State of New York or into the Federal Court located in New York, New York and, by execution and delivery of this Agreement, the Company hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of aforesaid courts. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof via overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of a Transaction Document, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

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SECTION 12. ENTIRE AGREEMENT/MISCELLANEOUS. This Agreement (including the attached Indemnification Provisions) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof, except for that certain agreement entered into by the Company and Maxim on or around July 13, 2023. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by Maxim, Lake Street and the Company. The representations, warranties, agreements and covenants contained herein shall survive the closing of the Placement and delivery and/or exercise of the Securities, as applicable. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or a “.pdf” format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

SECTION 13. CONFIDENTIALITY. Each Agent (i) will keep the Confidential Information (as such term is defined below) confidential and will not (except as required by applicable law or stock exchange requirement, regulation or legal process), without the Company’s prior written consent, disclose to any person any Confidential Information, and (ii) will not use any Confidential Information other than in connection with its evaluation of the Transaction. Each Agent further agrees to disclose the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of evaluating the Transaction, and who are informed by such Agent of the confidential nature of the Confidential Information. The term “Confidential Information” shall mean, all confidential, proprietary and non-public information (whether written, oral or electronic communications) furnished by the Company to the Agents or their Representatives in connection with their evaluation of the Transaction. The term “Confidential Information” will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by any Agent or its Representatives in violation of this Agreement, (ii) is or becomes available to any Agent or any of its Representatives on a nonconfidential basis from a third-party, (iii) is known to any Agent or any of its Representatives prior to disclosure by the Company or any of its Representatives, (iv) is or has been independently developed by any Agent and/or the Representatives without use of any Confidential Information furnished to it by the Company, or (v) is required to be disclosed pursuant to applicable legal or regulatory authority.. The term “Representatives” shall mean a party’s directors, board committees, officers, employees, financial advisors, attorneys and accountants. This provision shall be in full force until the earlier of (a) the date that the Confidential Information ceases to be confidential and (b) two years from the date hereof.

SECTION 14. NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified on the signature pages attached hereto prior to 6:30 p.m. (New York City time) on a business day, (b) the next business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number on the signature pages attached hereto on a day that is not a business day or later than 6:30 p.m. (New York City time) on any business day, (c) the business day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages hereto.

[Signature page follows]

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We are excited about this equity offering and look forward to working with you. Please confirm that the foregoing correctly sets forth our agreement by signing and returning the enclosed copy of this Agreement.

Very truly yours,

MAXIM GROUP LLC

By: /s/ Clifford Teller
Clifford Teller, Co-President

Address for notice:
300 Park Avenue
16th Floor
New York, NY 10022

LAKE STREET CAPITAL MARKETS, LLC

By: /s/ Michael Townley
Michael Townley, Head of Investment Banking

Address for notice:
920 2nd Ave S, Ste. 700
Minneapolis, MN 55402

Accepted and Agreed to as of
the date first written above:

YIELD10 BIOSCIENCE, INC.

By: /s/ Dr. Oliver P. Peoples, Ph.D.
Name: Dr. Oliver P. Peoples, Ph.D.
Title: President & Chief Executive Officer

Address for notice:
19 Presidential Way
Suite 201
Woburn, MA 01801

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ADDENDUM A

INDEMNIFICATION PROVISIONS

In connection with the engagement of Maxim Group LLC (“Maxim”) and Lake Street Capital Markets, LLC (“Lake Street”) by Yield10 Bioscience, Inc. (the “Company”) pursuant to this Agreement, the Company hereby agrees as follows:

1. To the extent permitted by law, the Company will indemnify Maxim and Lake Street and each of their affiliates, directors, officers, employees and controlling persons (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) against all losses, claims, damages, expenses and liabilities, as the same are incurred (including the reasonable fees and expenses of counsel), relating to or arising out of its activities hereunder or pursuant to the Agreement, except, with regard to Maxim or Lake Street, to the extent that any losses, claims, damages, expenses or liabilities (or actions in respect thereof) are found in a final judgment (not subject to appeal) by a court of law to have resulted primarily and directly from Maxim’s willful misconduct or gross negligence in performing the services described herein, as the case may be.
2. Promptly after receipt by Maxim or Lake Street of notice of any claim or the commencement of any action or proceeding with respect to which Maxim or Lake Street, as applicable, is entitled to indemnity hereunder, Maxim or Lake Street, as applicable, will notify the Company in writing of such claim or of the commencement of such action or proceeding, and the Company will assume the defense of such action or proceeding and will employ counsel reasonably satisfactory to Maxim or Lake Street, as applicable, and will pay the fees and expenses of such counsel. Notwithstanding the preceding sentence, Maxim or Lake Street, as applicable, will be entitled to employ counsel separate from counsel for the Company and from any other party in such action if counsel for Maxim or Lake Street, as applicable, reasonably determines that it would be inappropriate under the applicable rules of professional responsibility for the same counsel to represent both the Company and Maxim or Lake Street, as applicable. In such event, the reasonable fees and disbursements of no more than one such separate counsel will be paid by the Company. The Company will have the exclusive right to settle the claim or proceeding provided that the Company will not settle any such claim, action or proceeding without the prior written consent of Maxim or Lake Street, as applicable, which will not be unreasonably withheld, unless such settlement (x) includes an unconditional release of Maxim or Lake Street, as applicable, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of Maxim or Lake Street, as applicable.
3. The Company agrees to notify Maxim or Lake Street, as applicable, promptly of the assertion against it or any other person of any claim or the commencement of any action or proceeding relating to a transaction contemplated by the Agreement.
4. If for any reason the foregoing indemnity is unavailable to Maxim or Lake Street, as applicable, or insufficient to hold Maxim or Lake Street, as applicable, harmless, then the Company shall contribute to the amount paid or payable by Maxim or Lake Street, as applicable, as the case may be, as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand, and Maxim or Lake Street, as applicable, on the other, but also the relative fault of the Company on the one hand and Maxim or Lake Street, as applicable, on the other that resulted in such losses, claims, damages or liabilities, as well as any relevant equitable considerations. The amounts paid or payable by a party in respect of losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees and expenses incurred in defending any litigation, proceeding or other action or claim. Notwithstanding the provisions hereof, Maxim’s or Lake Street’s share of the liability hereunder shall not be in excess of the amount of fees actually received, or to be received, by Maxim or Lake Street, as applicable, under the Agreement (excluding any amounts received as reimbursement of expenses incurred by Maxim).

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5. These Indemnification Provisions shall remain in full force and effect whether or not the transaction contemplated by the Agreement is completed and shall survive the termination of the Agreement, and shall be in addition to any liability that the Company might otherwise have to any indemnified party under the Agreement or otherwise.

Very truly yours,

MAXIM GROUP, LLC

By: /s/ Clifford Teller
Clifford Teller, Co-President

Address for notice:
300 Park Avenue
16th Floor
New York, NY 10022

LAKE STREET CAPITAL MARKETS, LLC

By: /s/ Michael Townley
Michael Townley, Head of Investment Banking

Address for notice:
920 2nd Ave S, Ste. 700
Minneapolis, MN 55402

Accepted and Agreed to as of
the date first written above:

YIELD10 BIOSCIENCE, INC.

By: /s/ Dr. Oliver P. Peoples, Ph.D.
Name: Dr. Oliver P. Peoples, Ph.D.
Title: President & Chief Executive Officer

Address for notice:
19 Presidential Way
Suite 201
Woburn, MA 01801

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ADDENDUM B

Jack W. Schuler
Renate Schuler
Schuler Family Foundation
George Schuler (individually and as trustee of trusts for the benefit of Jack W. Schuler's children)
Tino Hans Schuler Trust
Tanya Eva Schuler Trust
Therese Heidi Schuler Trust
Schuler Grandchildren LLC
JS Grandchildren Trust
Schuler Descendants Trust
Marathon Petroleum Corporation or any of its affiliated entities

Any other entity or person as to which any of the foregoing is deemed to be the beneficial owner (as defined under applicable securities laws) of securities owned or purchased by the entities or persons listed on this Addendum B.

Members FINRA & SIPC

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Yield10 Bioscience Announces Pricing of \$3.7 Million Public Offering

WOBURN, Mass. – August 11, 2023 – Yield10 Bioscience, Inc. (Nasdaq:YTEN) (“Yield10” or the “Company”), an agricultural bioscience company, today announced the pricing of its public offering of 5,750,000 units at a public offering price of \$0.65 per unit. Each unit consists of one share of common stock and one warrant to purchase one share of common stock. The warrants will be immediately exercisable at an exercise price of \$0.65 per share and will expire five years from the date of issuance. The shares of common stock and accompanying warrants can only be purchased together in this offering but will be issued separately and will be immediately separable upon issuance.

Gross proceeds, before deducting placement agent fees and other offering expenses, are expected to be approximately \$3.7 million. The offering is expected to close on or about August 15, 2023, subject to the satisfaction of customary closing conditions.

Maxim Group LLC and Lake Street Capital Markets, LLC are acting as joint placement agents for the offering.

The securities described above are being offered pursuant to a registration statement on Form S-1 (File No. 333-273240) that was filed with the U.S. Securities and Exchange Commission (“SEC”) on July 14, 2023, as amended on August 2, 2023, and declared effective on August 10, 2023. The offering is being made only by means of a prospectus which is part of the registration statement. A preliminary prospectus relating to the offering has been filed with the SEC. A final prospectus relating to and describing the terms of the public offering will be filed with the SEC. When available, copies of the final prospectus relating to the offering may be obtained at the SEC’s website www.sec.gov. Alternatively, copies of the final prospectus, when available, may be obtained from Maxim Group LLC, 300 Park Avenue, 16th Floor, New York, New York 10022, Attention: Syndicate Department, or via email at syndicate@maximgrp.com or telephone at (212) 895-3745, or from Lake Street Capital Markets, LLC, Attention: Syndicate Department, 920 Second Avenue South, Suite 700, Minneapolis, Minnesota 55402, or by emailing syndicate@lakestreetcm.com or by calling (612) 326-1305.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

About Yield10 Bioscience

Yield10 Bioscience, Inc. is an agricultural bioscience company that is using its differentiated trait gene discovery platform, the “Trait Factory”, to develop improved Camelina varieties for the production of proprietary seed products, and to discover high value genetic traits for the agriculture and food industries. Our goals are to efficiently establish a high value seed products business based on developing superior varieties of Camelina for the production of feedstock oils, PHA bioplastics and omega-3 (EPA, DHA+EPA) oils, and to license our yield traits to major seed companies for commercialization in major row crops, including corn, soybean and canola. Yield10 is headquartered in Woburn, MA and has a Canadian subsidiary, Yield10 Oilseeds Inc., located in Saskatoon, Canada.

(YTEN-G)

Safe Harbor for Forward-Looking Statements

This press release contains forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The forward-looking statements in this release do not constitute guarantees of future performance. Investors are cautioned that statements in this press release which are not strictly historical, including, without limitation, the satisfaction of customary closing conditions related to the public offering, constitute forward-looking statements. Such forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated, including the risks and uncertainties detailed in Yield10's filings with the SEC. Yield10 assumes no obligation to update any forward-looking information contained in this press release or with respect to the matters described herein.

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