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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from to
Commission File Number: 001-34885

AMYRIS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**55-0856151**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

Amyris, Inc.
5885 Hollis Street, Suite 100
Emeryville, CA 94608
(510) 450-0761
(Address and telephone number of principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuance to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer.

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Outstanding at October 31, 2015**
Common Stock, $0.0001 par value per share	192,174,168

AMYRIS, INC.

QUARTERLY REPORT ON FORM 10-Q

For the Quarterly Period Ended September 30, 2015

INDEX

PART I

ITEM 1. FINANCIAL STATEMENTS

Amyris, Inc.
Condensed Consolidated Balance Sheets
(In Thousands, Except Share and Per Share Amounts)
(Unaudited)

	September 30, 2015	December 31, 2014
Assets		
Current assets:		
Cash and cash equivalents	$ 10,903	$ 42,047
Restricted cash	215	—
Short-term investments	995	1,375
Accounts receivable, net of allowance of $479 and $479, respectively	3,806	8,687
Related party accounts receivable	575	455
Inventories, net	11,102	14,506
Prepaid expenses and other current assets	7,034	6,534
Total current assets	34,630	73,604
Property, plant and equipment, net	81,941	118,980
Restricted cash	957	1,619
Equity and loans in affiliates	1,815	2,260
Other assets	9,591	13,635
Goodwill and intangible assets	6,085	6,085
Total assets	$ 135,019	$ 216,183
Liabilities and Deficit		
Current liabilities:		
Accounts payable	$ 11,275	$ 3,489
Deferred revenue	9,204	5,303
Accrued and other current liabilities	16,832	13,565
Capital lease obligation, current portion	555	541
Debt, current portion	20,902	17,100
Total current liabilities	58,768	39,998
Capital lease obligation, net of current portion	280	275
Long-term debt, net of current portion	90,532	100,122
Related party debt	42,401	115,239
Deferred rent, net of current portion	9,845	10,250
Deferred revenue, net of current portion	4,462	6,539
Derivative liabilities	62,966	59,736
Other liabilities	7,230	9,087
Total liabilities	276,484	341,246
Commitments and contingencies (Note 6)		
Stockholders' deficit:		
Preferred stock - $0.0001 par value, 5,000,000 shares authorized, none issued and outstanding	—	—
Common stock - $0.0001 par value, 400,000,000 and 300,000,000 shares authorized as of September 30, 2015 and December 31, 2014, respectively; 158,610,725 and 79,221,883 shares issued and outstanding as of September 30, 2015 and December 31, 2014, respectively	16	8
Additional paid-in capital	902,933	724,669
Accumulated other comprehensive loss	(48,932)	(29,977)
Accumulated deficit	(995,186)	(819,152)
Total Amyris, Inc. stockholders' deficit	(141,169)	(124,452)
Noncontrolling interest	(296)	(611)
Total stockholders' deficit	(141,465)	(125,063)
Total liabilities and stockholders' deficit	$ 135,019	$ 216,183

See the accompanying notes to the unaudited condensed consolidated financial statements.

Amyris, Inc.
Condensed Consolidated Statements of Operations
(In Thousands, Except Share and Per Share Amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Revenues				
Renewable product sales	$ 4,226	$ 11,112	$ 9,661	$ 18,333
Related party renewable product sales	2	368	2	402
Total product sales	4,228	11,480	9,663	18,735
Grants and collaborations revenue	4,363	4,861	14,643	12,954
Total grants and collaborations revenue	4,363	4,861	14,643	12,954
Total revenues	8,591	16,341	24,306	31,689
Cost and operating expenses				
Cost of products sold	8,455	10,146	26,057	23,893
Loss on purchase commitments and impairment of property, plant and equipment	7,259	952	7,259	1,111
Research and development	10,343	12,181	33,521	37,342
Sales, general and administrative	14,103	14,356	42,859	41,726
Total cost and operating expenses	40,160	37,635	109,696	104,072
Loss from operations	(31,569)	(21,294)	(85,390)	(72,383)
Other income (expense):				
Interest income	61	100	205	304
Interest expense	(16,559)	(8,620)	(71,027)	(20,172)
Gain (loss) from change in fair value of derivative instruments	(21,690)	(6,000)	(10,268)	48,148
Loss from extinguishment of debt	(5,984)	—	(5,984)	(10,512)
Other income (expense), net	(168)	54	(1,204)	147
Total other income (expense)	(44,340)	(14,466)	(88,278)	17,915
Loss before income taxes and loss from investments in affiliates	(75,909)	(35,760)	(173,668)	(54,468)
Provision for income taxes	(119)	(134)	(355)	(370)
Net loss before loss from investments in affiliates	(76,028)	(35,894)	(174,023)	(54,838)
Loss from investments in affiliates	(660)	(778)	(2,089)	(988)
Net loss	(76,688)	(36,672)	(176,112)	(55,826)
Net loss attributable to noncontrolling interest	24	31	78	91
Net loss attributable to Amyris, Inc. common stockholders	$ (76,664)	$ (36,641)	$ (176,034)	$ (55,735)
Net loss per share attributable to common stockholders:				
Basic	$ (0.55)	$ (0.46)	$ (1.76)	$ (0.71)
Diluted	$ (0.55)	$ (0.46)	$ (1.76)	$ (0.94)
Weighted-average shares of common stock outstanding used in computing net loss per share of common stock:				
Basic	140,374,297	78,980,402	100,103,007	78,146,365
Diluted	140,374,297	78,980,402	100,103,007	111,114,801

See the accompanying notes to the unaudited condensed consolidated financial statements.

Amyris, Inc.
Condensed Consolidated Statements of Comprehensive Income (Loss)
(In Thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	**2014**	**2015**	**2014**
Comprehensive income (loss):				
Net loss	$ (76,688)	$ (36,672)	$ (176,112)	$ (55,826)
Foreign currency translation adjustment, net of tax	(10,459)	(8,164)	(18,562)	(3,753)
Total comprehensive loss	(87,147)	(44,836)	(194,674)	(59,579)
Loss attributable to noncontrolling interest	24	31	78	91
Foreign currency translation adjustment attributable to noncontrolling interest	(145)	(79)	(393)	(37)
Comprehensive loss attributable to Amyris, Inc.	$ (87,268)	$ (44,884)	$ (194,989)	$ (59,525)

See the accompanying notes to the unaudited condensed consolidated financial statements.

Amyris, Inc.
Condensed Consolidated Statements of Stockholders' Deficit
(In Thousands, Except Share Amounts)
(Unaudited)

	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Deficit
December 31, 2014	79,221,883	$ 8	$ 724,669	$ (819,152)	$ (29,977)	$ (611)	$ (125,063)
Issuance of common stock upon exercise of stock options, net of restricted stock	10,750	—	15	—	—	—	15
Issuance of common stock upon conversion of debt	61,295,416	6	94,831	—	—	—	94,837
Issuance of warrants on conversion of debt	—	—	51,705	—	—	—	51,705
Shares issued from restricted stock settlement	801,167	—	(313)	—	—	—	(313)
Shares issued upon ESPP purchase	255,867	—	428	—	—	—	428
Issuance of common stock in a private placement, net of issuance costs	16,025,642	2	24,624	—	—	—	24,626
Stock-based compensation	—	—	6,964	—	—	—	6,964
Issuance of common stock upon exercise of warrants	1,000,000	—	10	—	—	—	10
Foreign currency translation adjustment	—	—	—	—	(18,955)	393	(18,562)
Net loss	—	—	—	(176,034)	—	(78)	(176,112)
September 30, 2015	158,610,725	$ 16	$ 902,933	$ (995,186)	$ (48,932)	$ (296)	$ (141,465)

See the accompanying notes to the unaudited condensed consolidated financial statements.

Amyris, Inc.
Condensed Consolidated Statements of Cash Flows
(In Thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2015	**2014**
Operating activities		
Net loss	$ (176,112)	$ (55,826)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	9,931	11,334
Loss on disposal of property, plant and equipment	121	152
Stock-based compensation	6,964	10,769
Amortization of debt discount	54,633	6,794
Loss from extinguishment of debt	5,984	10,512
Loss on purchase commitments and impairment of property, plant and equipment	7,259	1,111
Change in fair value of derivative instruments	10,268	(48,148)
Loss from investments in affiliates	2,089	988
Other non-cash expenses	414	(113)
Changes in assets and liabilities:		
Accounts receivable	5,161	(3,088)
Related party accounts receivable	(10)	(79)
Inventories, net	3,306	(6,148)
Prepaid expenses and other assets	(3,218)	(2,334)
Accounts payable	7,302	(903)
Accrued and other liabilities	11,430	4,748
Deferred revenue	2,666	6,078
Deferred rent	(405)	46
Net cash used in operating activities	(52,217)	(64,107)
Investing activities		
Purchase of short-term investments	(1,989)	(946)
Maturities of short-term investments	2,023	979
Change in restricted cash	238	—
Investment in joint venture	—	(2,075)
Loans to affiliate	(1,231)	(1,214)
Purchases of property, plant and equipment, net of disposals	(2,345)	(3,616)
Net cash used in investing activities	(3,304)	(6,872)
Financing activities		
Proceeds from issuance of common stock, net of repurchases	453	2,159
Employees' taxes paid upon vesting of restricted stock units	(313)	(1,797)
Proceeds from issuance of common stock in private placements, net of issuance costs	25,000	4,000
Principal payments on capital leases	(594)	(827)
Proceeds from debt issued	1,607	83,171
Proceeds from debt issued to related party	10,850	49,862
Principal payments on debt	(11,249)	(4,627)
Net cash provided by financing activities	25,754	131,947
Effect of exchange rate changes on cash and cash equivalents	(1,377)	(619)
Net (decrease)/increase in cash and cash equivalents	(31,144)	60,349
Cash and cash equivalents at beginning of period	42,047	6,868
Cash and cash equivalents at end of period	$ 10,903	$ 67,217

Amyris, Inc.
Condensed Consolidated Statements of Cash Flows—(Continued)
(In Thousands)

	Nine Months Ended September 30,	
	2015	2014
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 5,859	$ 3,504
Supplemental disclosures of non-cash investing and financing activities:		
Acquisitions of property, plant and equipment under accounts payable, accrued liabilities and notes payable	$ (692)	$ (95)
Financing of equipment	$ 613	$ —
Financing of insurance premium under notes payable	$ (236)	$ (361)
Interest capitalized to debt	$ 6,354	$ 2,812
Purchase of property, plant and equipment via deposit	$ (392)	$ —
Receivable of proceeds for options exercised	$ —	$ (355)
Non-cash investment in joint venture	$ —	$ (237)
Private placement issuance costs	$ (374)	$ —

See the accompanying notes to the unaudited condensed consolidated financial statements.

1. The Company

Amyris, Inc. (the "Company") was incorporated in California on July 17, 2003 and reincorporated in Delaware on June 10, 2010 for the purpose of leveraging breakthroughs in industrial bioscience technology to develop and provide renewable compounds for a variety of markets. The Company is currently applying its industrial bioscience technology platform to provide alternatives to select petroleum-sourced products used in consumer care, specialty chemical and transportation fuel markets worldwide. The Company's first commercialization efforts have been focused on a renewable hydrocarbon molecule called farnesene (Biofene®), which forms the basis for a wide range of products including emollients, fragrance oils and diesel fuel. While the Company's platform is able to use a wide variety of feedstocks, the Company is initially focused on Brazilian sugarcane. In addition, the Company is a party to various contract manufacturing agreements to support its commercial production needs. The Company has established two principal operating subsidiaries, Amyris Brasil Ltda. (formerly Amyris Brasil S.A., or "Amyris Brasil") for production in Brazil, and Amyris Fuels, LLC (or "Amyris Fuels").

The Company's renewable products business strategy is to focus on direct commercialization of specialty products while moving established commodity products into joint venture arrangements with leading industry partners. To commercialize its products, the Company must be successful in using its technology to manufacture products at commercial scale and on an economically viable basis (i.e., low per unit production costs) and developing sufficient sales volume for those products to support its operations. The Company's prospects are subject to risks, expenses and uncertainties frequently encountered by companies in this stage of development.

The Company expects to fund its operations for the foreseeable future with cash and investments currently on hand, with new debt and equity financings, and with cash inflows from collaborations and grants, and cash contributions from product sales. The Company's planned 2015 and 2016 working capital needs and its planned operating and capital expenditures are dependent on significant inflows of cash from new and existing collaboration partners and from cash generated from renewable product sales, and may also require additional funding from debt or equity financings.

Liquidity

The Company has incurred significant losses since its inception and believes that it will continue to incur losses and negative cash flow from operations through at least 2016. As of September 30, 2015, the Company had an accumulated deficit of $995.2 million and had cash, cash equivalents and short term investments of $11.9 million. In October 2015, the Company completed a convertible notes offering with net proceeds after offering expenses of $54.4 million. $27.1 million of the proceeds were used to repay existing convertible notes. Refer to Note 18, "Subsequent Events" for further details. The Company has significant outstanding debt and contractual obligations related to capital and operating leases, as well as purchase commitments.

As of September 30, 2015, the Company's debt, net of discount of $17.3 million, totaled $153.8 million, of which $20.9 million matures within the next twelve months. In addition to upcoming debt maturities, the Company's debt service obligations over the next twelve months are significant, including $9.2 million of anticipated cash interest payments. The Company's debt agreements contain various covenants, including certain restrictions on the Company's business that could cause the Company to be at risk of defaults, such as the requirement to maintain unrestricted, unencumbered cash in U.S.bank accounts an amount equal to at least 50% of the principal amount outstanding under its loan facility with Hercules Technology Growth Capital, Inc (Hercules). Please refer to Note 5, "Debt" and Note 6, "Commitments and Contingencies" for further details regarding the Company's debt service obligations and commitments. In addition, refer to Note 18, "Subsequent Events" for further details regarding the Company's compliance with covenants in its loan facility with Hercules.

The Company's operating plan for 2015 contemplates significant reduction in the Company's net cash outflows, resulting from (i) revenue growth from sales of existing and new products with positive gross margins, (ii) reduced production costs compared to prior periods as a result of manufacturing and technical developments in 2014, (iii) increased cash inflows from collaborations compared to 2014 (iv) maintaining operating expenses at levels comparable to 2014, and (v) access to various financing commitments.

If the Company is unable to raise additional financing, or if other expected sources of funding are delayed or not received, the Company would take the following actions as early as the fourth quarter of 2015 to support its liquidity needs through the remainder of 2015 and into 2016:

- Effect significant headcount reductions, particularly with respect to employees not connected to critical or contracted activities across all functions of the Company, including employees involved in general and administrative, research and development, and production activities.
- Shift focus to existing products and customers with significantly reduced investment in new product and commercial development efforts.
- Reduce production activity at the Company's Brotas manufacturing facility to levels only sufficient to satisfy volumes required for product revenues forecast from existing products and customers.
- Reduce expenditures for third party contractors, including consultants, professional advisors and other vendors.
- Reduce or delay uncommitted capital expenditures, including non-essential facility and lab equipment, and information technology projects.
- Closely monitor the Company's working capital position with customers and suppliers, as well as suspend operations at pilot plants and demonstration facilities.

Implementing this plan could have a negative impact on the Company's ability to continue its business as currently contemplated, including, without limitation, delays or failures in its ability to:

- Achieve planned production levels;
- Develop and commercialize products within planned timelines or at planned scales; and
- Continue other core activities.

Furthermore, any inability to scale-back operations as necessary, and any unexpected liquidity needs, could create pressure to implement more severe measures. Such measures could have an adverse effect on the Company's ability to meet contractual requirements, including obligations to maintain manufacturing operations, and increase the severity of the consequences described above.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying interim condensed consolidated financial statements have been prepared in accordance with the accounting principles generally accepted in the United States of America ("GAAP") and with the instructions for Form 10-Q and Regulation S-X. Accordingly, they do not include all of the information and notes required for complete financial statements. These interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto contained in the Company's Form 10-K for the fiscal year ended December 31, 2014 as filed with the Securities and Exchange Commission ("SEC") on March 31, 2015. The unaudited condensed consolidated financial statements include the accounts of the Company and its consolidated subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

The Company uses the equity method to account for investments in companies, if its investments provide it with the ability to exercise significant influence over operating and financial policies of the investee. Consolidated net income or loss includes the Company's proportionate share of the net income or loss of these companies. Judgments made by the Company regarding the level of influence over each equity method investment include considering key factors such as the Company's ownership interest, representation on the board of directors, participation in policy-making decisions and material intercompany transactions.

Principles of Consolidation

The condensed consolidated financial statements of the Company include the accounts of Amyris, Inc., its subsidiaries and two consolidated variable interest entities (or "VIEs"), with respect to which the Company is considered the primary beneficiary, after elimination of intercompany accounts and transactions. Disclosure regarding the Company's participation in the VIEs is included in Note 7, "Joint Ventures and Noncontrolling Interest."

Variable Interest Entities

The Company has interests in joint venture entities that are VIEs. Determining whether to consolidate a VIE requires judgment in assessing (i) whether an entity is a VIE and (ii) if the Company is the entity's primary beneficiary and thus required to consolidate the entity. To determine if the Company is the primary beneficiary of a VIE, the Company evaluates whether it has (i) the power to direct the activities that most significantly impact the VIE's economic performance and (ii) the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE. The Company's evaluation includes identification of significant activities and an assessment of its ability to direct those activities based on governance provisions and arrangements to provide or receive product and process technology, product supply, operations services, equity funding and financing and other applicable agreements and circumstances. The Company's assessment of whether it is the primary beneficiary of its VIEs requires significant assumptions and judgment.

Use of Estimates

In preparing the unaudited condensed consolidated financial statements, management must make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the unaudited condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Unaudited Interim Financial Information

The accompanying interim condensed consolidated financial statements and related disclosures are unaudited, have been prepared on the same basis as the annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the results of operations for the periods presented.

The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. The condensed consolidated results of operations for any interim period are not necessarily indicative of the results to be expected for the full year or for any other future year or interim period.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (or "FASB") issued new guidance related to revenue recognition. This new standard will replace all current GAAP guidance on this topic and eliminate all industry-specific guidance. The new revenue recognition update guidance provides a unified model to determine how revenue is recognized. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. On July 9, 2015, the FASB voted to defer the effective date by one year to December 15, 2017 for interim and annual reporting periods beginning after that date and permitted early adoption of the standard, but not before the original effective date of December 15, 2016. Therefore, the new standard will be effective commencing with our quarter ending March 31, 2018.

In August 2014, FASB issued new guidance related to the disclosure around going concern. The new standard provides guidance around management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosure if substantial doubt exists. The new standard is effective for annual periods ending after December 15, 2016 and for annual periods and interim periods thereafter. Early adoption is permitted. The adoption of this standard is not expected to have a material impact on our financial statements.

In January 2015, the FASB issued an update related to the presentation of extraordinary and unusual items. The update eliminates the concept of extraordinary items found in Subtopic 225-20, which required that an entity separately classify, present and disclose extraordinary events and transactions when the event or activity met both criteria of being unusual in nature and infrequent in occurrence. Although the concept of extraordinary items will be eliminated, the presentation and disclosure guidance for items that are unusual in nature or occur infrequently will be retained and will be expanded to include items that are both unusual in nature and infrequently occurring. The standard is effective for annual and interim periods within those annual years beginning after December 15, 2015. The Company expects that the adoption of the update will not materially affect its financial statements.

In February 2015, FASB issued an amendment to ASC 810 *Consolidation*. The amendments affect reporting entities that are required to evaluate whether they should consolidate certain legal entities. The amendments are effective for the fiscal years and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. The Company is currently assessing the impact of adopting this new accounting standard on its financial statements.

In April 2015, the FASB issued Accounting Standards Update 2015-3, *Simplifying the Presentation of Debt Issuance Costs*, which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability, consistent with the presentation of a debt discount. The recognition and measurement guidance for debt issuance costs are not affected by this guidance. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. This will represent a change from the Company’s current treatment of debt issuance costs, which are reported in other assets.

In July 2015, the FASB issued Accounting Standards Update 2015-11, *Simplifying the Measurement of Inventory*, which requires that inventory within the scope of the guidance be measured at the lower of cost and net realizable value. The new standard is being issued as part of the simplification initiative. Prior to the issuance of the standard, inventory was measured at the lower of cost or market (where market was defined as replacement cost, with a ceiling of net realizable value and floor of net realizable value less a normal profit margin). The new guidance will be effective for fiscal years beginning after December 15, 2016, including interim periods within those years. Prospective application is required and early adoption is permitted. The Company is currently assessing the impact of adopting this new accounting standard on its financial statements.

3. Fair Value of Financial Instruments

The inputs to the valuation techniques used to measure fair value are classified into the following categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

As of September 30, 2015, the Company's financial assets and financial liabilities are presented below at fair value and were classified within the fair value hierarchy as follows (in thousands):

	Level 1	Level 2	Level 3	Balance as of September 30, 2015
Financial Assets				
Money market funds	$ 136	$ —	$ —	$ 136
Certificates of deposit	995	—	—	995
Loans to affiliate [1]	—	—	1,747	1,747
Total financial assets	$ 1,131	$ —	$ 1,747	$ 2,878
Financial Liabilities				
Loans payable [1]	$ —	$ 9,421	$ —	$ 9,421
Credit facilities [1]	—	32,029	—	32,029
Convertible notes [1]	—	—	99,393	99,393
Compound embedded derivative liabilities	—	—	32,699	32,699
Temasek Funding Warrant derivative liability	—	25,342	—	$ 25,342
Currency interest rate swap derivative liability	—	4,925	—	4,925
Total financial liabilities	$ —	$ 71,717	$ 132,092	$ 203,809

(1) These liabilities are carried on the condensed consolidated balance sheet on a historical cost basis (noting that the Remaining Notes subject to the Maturity Treatment Agreement were revalued to fair value on July 29, 2015, see Note 5 "Debt" for details).

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability. The fair values of money market funds and certificates of deposit are based on fair values of identical assets. The fair values of the loans payable, convertible notes, credit facilities and currency interest rate swaps are based on the present value of expected future cash flows and assumptions about current interest rates and the creditworthiness of the Company. The method of determining the fair value of the compound embedded derivative liabilities is described below. Market risk associated with the fixed and variable rate long-term loans payable, credit facilities and convertible notes relates to the potential reduction in fair value and negative impact to future earnings, from an increase in interest rates. The fair value of loans to affiliates is based on the present value of expected future cash flows and assumptions about interest rates and the creditworthiness of the affiliate. Market risk associated with the compound embedded derivative liabilities relates to the potential reduction in fair value and negative impact to future earnings from a decrease in interest rates.

The carrying amounts of certain financial instruments, such as cash equivalents, accounts receivable, accounts payable and accrued liabilities, approximate fair value due to their relatively short maturities and low market interest rates, if applicable.

As of December 31, 2014, the Company's financial assets and financial liabilities are presented below at fair value and were classified within the fair value hierarchy as follows (in thousands):

	Level 1	Level 2	Level 3	Balance as of December 31, 2014
Financial Assets				
Money market funds	$ 20,160	$ —	$ —	$ 20,160
Certificates of deposit	1,375	—	—	1,375
Loans to affiliate [1]	—	—	1,745	1,745
Total financial assets	$ 21,535	$ —	$ 1,745	$ 23,280
Financial Liabilities				
Loans payable (1)	$ —	$ 16,720	$ —	$ 16,720
Credit facilities (1)	—	39,332	—	39,332
Convertible notes (1)	—	—	222,031	222,031
Compound embedded derivative liabilities	—	—	56,026	56,026
Currency interest rate swap derivative liability	—	3,710	—	3,710
Total financial liabilities	$ —	$ 59,762	$ 278,057	$ 337,819

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[1] These liabilities are carried on the condensed consolidated balance sheet on a historical cost basis.

The following table provides a reconciliation of the beginning and ending balances for the convertible notes measured at fair value using significant unobservable inputs (Level 3) (in thousands):

	September 30, 2015
Balance at January 1	$ 222,031
Derecognition on debt conversion	(124,175)
Change in fair value of convertible notes	1,537
Balance at September 30	$ 99,393

Derivative Instruments

The following table provides a reconciliation of the beginning and ending balances for the compound embedded derivative liabilities measured at fair value using significant unobservable inputs (Level 3) (in thousands):

	September 30, 2015
Balance at January 1	$ 56,026
Additions to Level 3	229
Derecognition on debt conversion	(24,598)
Loss from change in fair value of derivative liabilities	1,042
Balance at September 30	$ 32,699

The compound embedded derivative liabilities, represent the fair value of the equity conversion options and "make-whole" provisions or down round conversion price adjustments to provisions of outstanding convertible promissory notes issued to Total Energies Nouvelles Activités USA (formerly known as Total Gas & Power USA, SAS, or "Total" and such convertible promissory notes, the "Total Notes"), as well as Tranche I Notes (as defined below), Tranche II Notes (as defined below) and notes issued under the Rule 144A convertible notes offering (or the "Rule 144A Notes") (see Note 5, "Debt"). There is no current observable market for these types of derivatives and, as a result, the Company determined the fair value of the embedded derivatives using a Monte Carlo simulation valuation model for the Total Notes and the binomial lattice model for the Tranche I Notes, Tranche II Notes and the Rule 144A Notes (or together the "Convertible Notes"). A Monte Carlo simulation valuation model combines expected cash outflows with market-based assumptions regarding risk-adjusted yields, stock price volatility, probability of a change of control and the trading information of the Company's common stock into which the notes are or may be convertible. A binomial lattice model generates two probable outcomes - one up and another down - arising at each point in time, starting from the date of valuation until the maturity date. A lattice model was used to determine if the convertible notes would be converted, called or held at each decision point. Within the lattice model, the following assumptions are made: (i) the Convertible Notes will be converted early if the conversion value is greater than the holding value and (ii) the Convertible Notes will be called if the holding value is greater than both (a) redemption price and (b) the conversion value at the time. If the Convertible Notes are called, then the holder will maximize their value by finding the optimal decision between (1) redeeming at the redemption price and (2) converting the Convertible Notes. Using this lattice method, the Company valued the embedded derivatives using the "with-and-without method", where the fair value of the Convertible Notes including the embedded derivative is defined as the "with", and the fair value of the Convertible Notes excluding the embedded derivatives is defined as the "without". This method estimates the fair value of the embedded derivatives by looking at the difference in the values between the Convertible Notes with the embedded derivatives and the fair value of the Convertible Notes without the embedded derivatives. The lattice model uses the stock price, conversion price, maturity date, risk-free interest rate, estimated stock volatility and estimated credit spread. The Company marks the compound embedded derivatives to market due to the conversion price not being indexed to the Company's own stock. Except for the "make-whole interest" provision included in the conversion option, which is only required to be settled in cash upon a change of control at the noteholder's option, the compound embedded derivative will be settled in either cash or shares. As of September 30, 2015, the Company has sufficient common stock available to settle the conversion option in shares. On July 29, 2015, the Company closed the "Exchange" pursuant to that certain Exchange Agreement dated as of July 26, 2015 (the "Exchange Agreement"), among the Company, Temasek and Total, under which these stockholders exchanged an aggregate of $138 million of Convertible Notes for common stock of the Company at a price of $2.30 per share (representing a change from the originally agreed conversion price for the relevant Convertible Notes, see Note 5 "Debt" for further details), with an additional $37 million of outstanding Convertible Notes held by Total and Temasek being restructured to eliminate the Company's repayment obligation at maturity and provide for mandatory conversion to the Company's common stock at maturity. As of September 30, 2015 and December 31, 2014, included in "Derivative Liabilities" on the consolidated balance sheet are the Company's compound embedded derivative liabilities of $32.7 million and $56.0 million, respectively, which represents the fair value of the equity conversion options and a "make-whole" provision relating to the outstanding Total Notes, Tranche I Notes, Tranche II Notes and 144A.

The market-based assumptions and estimates used in valuing the compound embedded derivative liabilities include amounts in the following ranges/amounts:

	September 30, 2015			September 30, 2014		
Risk-free interest rate	0.93%	-	1.07%	0.79%	-	1.67%
Risk-adjusted yields	24.40%	-	39.90%	15.10%	-	24.40%
Stock-price volatility		45%			45%	
Probability of change in control		5%			5%	
Stock price		$2.01			$3.79	
Credit spread	28.81%	-	38.83%	13.54%	-	22.73%
Estimated conversion dates	2015	-	2019	2017	-	2019

Changes in valuation assumptions can have a significant impact on the valuation of the embedded derivative liabilities. For example, all other things being equal, a decrease/increase in the Company's stock price, probability of change of control, credit spread, term to maturity/conversion or stock price volatility decreases/increases the valuation of the liabilities, whereas a decrease/increase in risk adjusted yields or risk-free interest rates increases/decreases the valuation of the liabilities. The conversion price of certain of the convertible notes also include conversion price adjustment features and for, example, issuances of common stock by the Company at prices lower than the conversion price result in a reset of the conversion price of such notes, which increases the value of the embedded derivative liabilities. See Note 5, "Debt" for further details of conversion price adjustment features.

In June 2012, the Company entered into a loan agreement with Banco Pine S.A. (or Banco Pine) under which Banco Pine provided the Company with a loan (or the Banco Pine Bridge Loan) (see Note 5, "Debt"). At the time of the Banco Pine Bridge Loan, the Company also entered into a currency interest rate swap arrangement with Banco Pine with respect to the repayment of R$22.0 million (approximately US$5.5 million based on the exchange rate as of September 30, 2015) of the Banco Pine Bridge Loan. The swap arrangement exchanges the principal and interest payments under the Banco Pine Bridge Loan for alternative principal and interest payments that are subject to adjustment based on fluctuations in the foreign exchange rate between the U.S. dollar and Brazilian real. The swap has a fixed interest rate of 3.94%. Changes in the fair value of the swap are recognized in “Gain (loss) from change in fair value of derivative instruments" in the condensed consolidated statements of operations are as follows (in thousands):

Type of Derivative Contract	Income Statement Classification	Three Months Ended September 30,		Nine Months Ended September 30,	
		2015	2014	2015	2014
		Loss Recognized		Loss Recognized	
Currency interest rate swap	Gain (loss) from change in fair value of derivative instruments	$ (1,796)	$ (1,139)	$ (3,201)	$ (83)

The Company granted a warrant to Temasek to purchase the Company’s common stock, (the “Temasek Funding Warrant”), as part of the Exchange transaction completed on July 29, 2015. The terms of the Temasek Funding Warrant provide for an adjustment to the number of shares issuable in the future based on the number of any additional shares for which certain other outstanding convertible promissory notes may become exercisable as a result of a reduction to the conversion price of such notes, including down-round provisions. As a result of the future adjustment feature (for reduction to the conversion price of outstanding convertible notes), the Company determined the Temasek Funding Warrant would not meet the conditions in ASC 815-40-15 to be considered indexed to the Company’s own equity. Consequently the Temasek Funding Warrant is a derivative and will be marked to market each reporting period. The Temasek Funding Warrant is valued using a Black-Scholes valuation model with the following assumptions (in addition to the Company’s share price):

	Initial recognition (July 29, 2015)	September 30, 2015
Expected dividend yield	0	0
Risk-free interest rate	2%	2%
Expected term (in years)	10.00	10.00
Expected volatility	74%	74%

The Company recognized a derivative liability for the Temasek Funding Warrant of $19.4 million on July 29, 2015 and revalued the derivative liability to $25.3 million at September 30, 2015. The increase in the liability was principally due to the decrease in the Company’s share price between July 29, 2015 and September 30, 2015. 12.7 million shares were potentially issuable (for an exercise price of $0.01 per share) under the Temasek Funding Warrant on September 30, 2015.

Derivative instruments measured at fair value as of September 30, 2015 and December 31, 2014, and their classification on the condensed consolidated balance sheets are as follows (in thousands):

	September 30, 2015	December 31, 2014
Fair market value of swap obligation	$ 4,925	$ 3,710
Fair value of compound embedded derivative liabilities	32,699	56,026
Temasek Funding Warrant derivative liability	25,342	—
Total derivative liabilities	$ 62,966	$ 59,736

4. Balance Sheet Components

Inventories, net

Inventories are stated at the lower of cost or market and consist of the following (in thousands):

	September 30, 2015	December 31, 2014
Raw materials	$ 1,928	$ 2,665
Work-in-process	6,470	5,269
Finished goods	2,704	6,572
Inventories, net	$ 11,102	$ 14,506

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets are comprised of the following (in thousands):

	September 30, 2015	December 31, 2014
Maintenance	$ 200	$ 399
Prepaid insurance	167	701
Manufacturing catalysts	2,928	1,166
Recoverable VAT and other taxes	2,085	2,411
Debt issuance costs	441	—
Other	1,213	1,857
Prepaid expenses and other current assets	$ 7,034	$ 6,534

Property, Plant and Equipment, net

Property, plant and equipment, net is comprised of the following (in thousands):

	September 30, 2015	December 31, 2014
Leasehold improvements	$ 38,505	$ 39,132
Machinery and equipment	72,433	90,657
Computers and software	8,947	8,946
Furniture and office equipment	2,231	2,445
Buildings	3,855	6,321
Vehicles	196	353
Construction in progress	33,082	38,815
	159,249	186,669
Less: accumulated depreciation, amortization and impairment	(77,308)	(67,689)
Property, plant and equipment, net	$ 81,941	$ 118,980

The Company's first, purpose-built, large-scale Biofene production plant in southeastern Brazil commenced operations in December 2012. This plant is located at Brotas in the state of São Paulo, Brazil and is adjacent to an existing sugar and ethanol mill, Tonon Bioenergia S.A. (or "Tonon") (formerly Paraíso Bioenergia) with which the Company has an agreement to purchase a certain number of tons of sugarcane per year, along with specified water and vapor volumes.

In July 2015, the Company announced that it was in discussions with SMSA regarding the continuation of the joint venture. Specifically, the Company and SMSA agreed to continue the joint venture pending discussions through August 31, 2015 in order to evaluate the best investment options available to optimize returns and provide balanced economics for both parties. In September 2015, the Company entered into negotiations with SMSA to agree to terms for the termination of the joint venture and the Company has determined that there is no realistic prospect of the joint venture continuing. Consequently, an impairment assessment of the assets was performed by management during the third quarter of 2015. The Company expects to be required to remove the existing assets of the joint venture, which are currently situated on land owned by SMSA (the "SMSA site"). The Company plans to construct the production facility at an alternative location.

The Company recorded an impairment charge of $7.3 million (included in 'Loss on purchase commitments and impairment of property, plant and equipment') for the quarter ended September 30, 2015 for the immovable assets at the SMSA site, which are to be abandoned with no expected salvage value, including $0.6 million of irrecoverable Brazilian VAT related to the assets. Moveable assets are to be relocated to an alternative location and used in construction of a comparable facility to that planned with SMSA, utilizing the joint venture assets that will be transferred from the SMSA site. If our plans or estimate of the value of the remaining assets change, additional impairment charges may arise in future periods.

Property, plant and equipment, net includes $1.3 million and $4.1 million of machinery and equipment under capital leases as of September 30, 2015 and December 31, 2014, respectively. Accumulated amortization of assets under capital leases totaled $0.3 million and $2.3 million as of September 30, 2015 and December 31, 2014, respectively.

Depreciation and amortization expense, including amortization of assets under capital leases was $3.1 million and $3.8 million for the three months ended September 30, 2015 and 2014, respectively, and was $9.9 million and $11.3 million for the nine months ended September 30, 2015 and 2014, respectively.

Other Assets (non-current)

Other assets are comprised of the following (in thousands):

	September 30, 2015	December 31, 2014
Deposits on property and equipment, including taxes	$ 827	$ 1,738
Recoverable taxes from Brazilian government entities	6,814	9,747
Debt issuance costs	697	851
Other	1,253	1,299
Total other assets	$ 9,591	$ 13,635

Accrued and Other Current Liabilities

Accrued and other current liabilities are comprised of the following (in thousands):

	September 30, 2015	December 31, 2014
Professional services	$ 3,876	$ 2,015
Accrued vacation	1,920	2,213
Payroll and related expenses	3,785	5,393
Tax-related liabilities	1,282	277
Deferred rent, current portion	1,110	1,111
Accrued interest	2,606	1,308
Contractual obligations to contract manufacturers	541	310
Commitment loan fee	750	—
Other	962	938
Total accrued and other current liabilities	$ 16,832	$ 13,565

5. Debt

Debt is comprised of the following (in thousands):

	September 30, 2015	December 31, 2014
FINEP credit facility	$ 889	$ 1,614
BNDES credit facility	2,163	4,314
Hercules loan facility	23,503	29,779
Total credit facilities	26,555	35,707
Convertible notes	71,971	60,418
Related party convertible notes	42,401	115,239
Loans payable	12,908	21,097
Total debt	153,835	232,461
Less: current portion	(20,902)	(17,100)
Long-term debt	$ 132,933	$ 215,361

FINEP Credit Facility

In November 2010, the Company entered into a credit facility with Financiadora de Estudos e Projetos (or the "FINEP Credit Facility"). The FINEP Credit Facility was extended to partially fund expenses related to the Company's research and development project on sugarcane-based biodiesel (or the "FINEP Project") and provided for loans of up to an aggregate principal amount of R$6.4 million (approximately US$1.6 million based on the exchange rate as of September 30, 2015), which is secured by a chattel mortgage on certain equipment of Amyris Brasil as well as by bank letters of guarantee. All available credit under this facility is fully drawn.

Interest on loans drawn under the FINEP Credit Facility is fixed at 5% per annum. In case of default under or non-compliance with the terms of the agreement, the interest on loans will be dependent on the long-term interest rate as published by the Central Bank of Brazil (such rate, the "TJLP"). If the TJLP at the time of default is greater than 6%, then the interest will be 5% plus a TJLP adjustment factor, otherwise the interest will be 11% per annum. In addition, a fine of up to 10% shall apply to the amount of any obligation in default. Interest on late balances will be 1% per month, levied on the overdue amount. Payment of the outstanding loan balance is being made in 81 monthly installments, which commenced in July 2012 and extends through March 2019. Interest on loans drawn and other charges are paid on a monthly basis and commenced in March 2011. As of September 30, 2015 and December 31, 2014, the total outstanding loan balance under the FINEP Credit Facility was R$3.5 million (approximately US$0.9 million based on the exchange rate as of September 30, 2015) and R$4.3 million (approximately US$1.6 million based on exchange rate as of December 31, 2014), respectively.

The FINEP Credit Facility contains the following significant terms and conditions:

- The Company was required to share with FINEP the costs associated with the FINEP Project. At a minimum, the Company was required to contribute from its own funds approximately R$14.5 million (approximately US$3.6 million based on the exchange rate as of September 30, 2015) of which R$11.1 million was contributed prior to the release of the second disbursement. All four disbursements were completed and the Company has fulfilled all of its cost sharing obligations;
- After the release of the first disbursement, prior to any subsequent drawdown from the FINEP Credit Facility, the Company was required to provide bank letters of guarantee of up to R$3.3 million in aggregate (approximately US$0.8 million based on the exchange rate as of September 30, 2015). On December 17, 2012 and prior to release of the second disbursement on December 26, 2012, the Company obtained the required bank letter of guarantees from Banco ABC Brasil S.A. (or "ABC"); and
- Amounts disbursed under the FINEP Credit Facility were required to be used towards the FINEP Project within 30 months after the contract execution.

BNDES Credit Facility

In December 2011, the Company entered into a credit facility with the Brazilian Development Bank (or "BNDES" and such credit facility is the "BNDES Credit Facility") in the amount of R$22.4 million (approximately US$5.6 million based on the exchange rate as of September 30, 2015). This BNDES Credit Facility was extended as project financing for a production site in Brazil. The credit line was divided into an initial tranche of up to approximately R$19.1 million and an additional tranche of approximately R$3.3 million that would become available upon delivery of additional guarantees. The credit line was cancelled in 2013.

The principal of the loans under the BNDES Credit Facility is required to be repaid in 60 monthly installments, with the first installment paid in January 2013 and the last due in December 2017. Interest was due initially on a quarterly basis with the first installment due in March 2012. From and after January 2013, interest payments are due on a monthly basis together with principal payments. The loaned amounts carry interest of 7% per annum. Additionally, there is a credit reserve charge of 0.1% on the unused balance from each credit installment from the day immediately after it is made available through its date of use, when it is paid.

The BNDES Credit Facility is collateralized by a first priority security interest in certain of the Company's equipment and other tangible assets totaling R$24.9 million (approximately $6.3 million based on the exchange rate as of September 30, 2015). The Company is a parent guarantor for the payment of the outstanding balance under the BNDES Credit Facility. Additionally, the Company was required to provide a bank guarantee equal to 10% of the total approved amount (R$22.4 million in total debt) available under the BNDES Credit Facility. For advances of the second tranche (above R$19.1 million), the Company is required to provide additional bank guarantees equal to 90% of each such advance, plus additional Company guarantees equal to at least 130% of such advance. The BNDES Credit Facility contains customary events of default, including payment failures, failure to satisfy other obligations under this credit facility or related documents, defaults in respect of other indebtedness, bankruptcy, insolvency and inability to pay debts when due, material judgments, and changes in control of Amyris Brasil. If any event of default occurs, BNDES may terminate its commitments and declare immediately due all borrowings under the facility. As of September 30, 2015 and December 31, 2014, the Company had R$8.6 million (approximately US$2.2 million based on the exchange rate as of September 30, 2015) and R$11.5 million (approximately US$4.3 million based on the exchange rate as of December 31, 2014), respectively, in outstanding advances under the BNDES Credit Facility.

Hercules Loan Facility

In March 2014, the Company entered into a Loan and Security Agreement with Hercules Technology Growth Capital, Inc. (or "Hercules") to make available to Amyris a loan in the aggregate principal amount of up to $25.0 million (or the "Hercules Loan Facility"). The original Hercules Loan Facility accrues interest at a rate per annum equal to the greater of either the prime rate reported in the Wall Street Journal plus 6.25% or 9.50%. The Company may repay the loaned amounts before the maturity date (generally February 1, 2017) if it pays an additional fee of 3% of the outstanding loans (1% if after the initial twelve-month period of the loan). The Company was also required to pay a 1% facility charge at the closing of the transaction, and is required to pay a 10% end of term charge. In connection with the original Hercules Loan Facility, Amyris agreed to certain customary representations and warranties and covenants, as well as certain covenants that were subsequently amended (as described below). The total available credit of $25.0 million under this facility was fully drawn down by the Company.

In June 2014, the Company and Hercules entered into a first amendment (or the "First Hercules Amendment") of Hercules Loan Facility. Pursuant to the First Hercules Amendment, the parties agreed to adjust the term loan maturity date from May 31, 2015 to February 1, 2017 and remove (i) a requirement for the Company to pay a forbearance fee of $10.0 million in the event certain covenants were not satisfied, (ii) a covenant that the Company maintain positive cash flow commencing with the fiscal quarter beginning October 1, 2014, (iii) a covenant that, beginning with the fiscal quarter beginning July 1, 2014, the Company and its subsidiaries achieve certain projected cash product revenues and projected cash product gross profits, and (iv) an obligation for the Company to file a registration statement on Form S-3 with the SEC by no later than June 30, 2014 and complete an equity financing of more than $50.0 million by no later than September 30, 2014. The Company further agreed to include a new covenant requiring the Company to maintain unrestricted, unencumbered cash in U.S. bank accounts an amount equal to at least 50% of the principal amount then outstanding under the Hercules Loan Facility and borrow an additional $5.0 million. The additional $5.0 million borrowing was completed in June 2014, and accrues interest at a rate per annum equal to the greater of either the prime rate reported in the Wall Street Journal plus 5.25% or 8.5%. The Hercules Loan Facility is secured by liens on the Company's assets, including on certain Company intellectual property. The Hercules Loan Facility includes customary events of default, including failure to pay amounts due, breaches of covenants and warranties, material adverse effect events, certain cross defaults and judgments, and insolvency. If an event of default occurs, Hercules may require immediate repayment of all amounts due.

In March 2015, the Company and Hercules entered into a second amendment (or the "Second Hercules Amendment") of the Hercules Loan Facility. Pursuant to the Second Hercules Amendment, the parties agreed to, among other things, establish an additional credit facility in the principal amount of up to $15.0 million, which would be available to be drawn by the Company at its sole election (in increments of $5.0 million) through the earlier of March 31, 2016 or such time as the Company raises an aggregate of at least $20.0 million through the sale of new equity securities, subject to certain conditions, including the receipt of third party consents and a requirement to first make certain draw-downs under an equity line of credit that the Company previously secured (to the extent the Company is permitted to do so under the terms thereof). Commencing with the quarter in which the Company borrows any amounts under this additional facility, the Company becomes subject to a covenant to achieve certain amounts of product revenues. Under the terms of the Second Hercules Amendment, the Company agreed to pay Hercules a 3.0% facility availability fee on April 1, 2015. If the facility was not canceled, and any outstanding borrowings were not repaid, before June 30, 2015, an additional 5.0% facility fee became payable on June 30, 2015. The Company did not pay the additional facility fee and thereafter received a waiver from Hercules with respect thereto. The Company had the ability to cancel the additional facility at any time prior to June 30, 2015 at its own option, and the additional facility would terminate upon the Company securing a new equity financing of at least $20.0 million. The additional facility was cancelled undrawn upon the completion of the Company's Private Offering in July 2015.

As of September 30, 2015, $23.5 million was outstanding under the Hercules Loan Facility, net of discount of $0.2 million. The Company's loan facility with Hercules requires the Company to maintain unrestricted, unencumbered cash in U.S. bank accounts in an amount equal to at least 50% of the principal amount outstanding under such facility. The Company received a waiver from Hercules with respect to non-compliance with such covenants. As of the date of issuance of this report, the Company is in compliance with all of its Hercules debt agreements.

Convertible Notes

Fidelity

In February 2012, the Company completed the sale of senior unsecured convertible promissory notes in an aggregate principal amount of $25.0 million pursuant to a securities purchase agreement, between the Company and certain investment funds affiliated with FMR LLC (or the "Fidelity Securities Purchase Agreement"). The offering consisted of the sale of 3% senior unsecured convertible promissory notes with a March 1, 2017 maturity date and an initial conversion price equal to $7.0682 per share of the Company's common stock, subject to proportional adjustment for adjustments to outstanding common stock and anti-dilution provisions in case of dividends and distributions (or the "Fidelity Notes"). As of September 30, 2015, the Fidelity Notes were convertible into an aggregate of up to 3,536,968 shares of the Company's common stock. Such note holders have a right to require repayment of 101% of the principal amount of the Fidelity Notes in an acquisition of the Company, and the notes provide for payment of unpaid interest on conversion following such an acquisition if the note holders do not require such repayment. The Fidelity Securities Purchase Agreement and Fidelity Notes include covenants regarding payment of interest, maintaining the Company's listing status, limitations on debt, maintenance of corporate existence, and timely filing of SEC reports. The Fidelity Notes include standard events of default resulting in acceleration of indebtedness, including failure to pay, bankruptcy and insolvency, cross-defaults, material adverse effect clauses and breaches of the covenants in the Fidelity Securities Purchase Agreement and Fidelity Notes, with default interest rates and associated cure periods applicable to the covenant regarding SEC reporting. Furthermore, the Fidelity Notes include restrictions on the amount of debt the Company is permitted to incur. With exceptions for certain existing debt, refinancing of such debt and certain other exclusions and waivers, the Fidelity Notes provide that the Company's total outstanding debt at any time cannot exceed the greater of $200.0 million or 50% of its consolidated total assets and its secured debt cannot exceed the greater of $125.0 million or 30% of its consolidated total assets. In connection with the Company's closing of a short-term bridge loan for $35.0 million in October 2013, holders of the Fidelity Notes waived compliance with the debt limitations outlined above as to the $35.0 million bridge loan (or the "Temasek Bridge Note") and the August 2013 Financing (defined below). In consideration for such waiver, the Company granted to holders of the Fidelity Notes or their affiliates, the right to purchase up to an aggregate of $7.6 million worth of convertible promissory notes in the first tranche of the August 2013 Financing.

Pursuant to a Securities Purchase Agreement among the Company, Maxwell (Mauritius) Pte Ltd (or "Temasek") and Total, dated as of August 8, 2013 (or the "August 2013 SPA"), as amended in October 2013 to include certain entities affiliated with FMR LLC (or the "Fidelity Entities"), the Company sold and issued certain senior convertible promissory notes (or the "Tranche I Notes") pursuant to a financing (or the "August 2013 Financing") exempt from registration under the Securities Act of 1933, as amended, (the "Securities Act"), with an aggregate principal amount of $7.6 million of Tranche I Notes sold to the Fidelity Entities. See "Related Party Convertible Notes" in Note 5, "Debt."

Rule 144A Convertible Note Offering

In May 2014, the Company entered into a Purchase Agreement with Morgan Stanley & Co. LLC, as the initial purchaser (or the "Initial Purchaser"), relating to the sale of $75.0 million aggregate in principal amount of its 6.50% Convertible Senior Notes due 2019 (or the "144A Notes") to the Initial Purchaser in a private placement, and for initial resale by the Initial Purchaser to certain qualified institutional buyers (or the "Rule 144A Convertible Note Offering"). In addition, the Company granted the Initial Purchaser an option to purchase up to an additional $15.0 million aggregate principal amount of 144A Notes, which option expired according to its terms. Under the terms of the purchase agreement for the 144A Notes, the Company agreed to customary indemnification of the Initial Purchaser against certain liabilities. The Notes were issued pursuant to an Indenture, dated as of May 29, 2014 (or the "Indenture"), between the Company and Wells Fargo Bank, National Association, as trustee. The net proceeds from the offering of the 144A Notes were approximately $72.0 million after payment of the Initial Purchaser's discounts and offering expenses. In addition, in connection with obtaining a waiver from Total of its preexisting contractual right to exchange certain senior secured convertible notes previously issued by the Company for new notes issued in the offering, the Company used approximately $9.7 million of the net proceeds to repay previously issued notes (representing the amount of 144A Notes purchased by Total from the Initial Purchaser). Certain of the Company's affiliated entities purchased $24.7 million in aggregate principal amount of 144A Notes from the Initial Purchaser (described further below under "Related Party Convertible Notes"). The 144A Notes bear interest at a rate of 6.50% per year, payable semiannually in arrears on May 15 and November 15 of each year, beginning November 15, 2014. The 144A Notes mature on May 15, 2019, unless earlier converted or repurchased. The 144A Notes are convertible into shares of the Company's common stock at any time prior to the close of business day on May 15, 2019. The 144A Notes have an initial conversion rate of 267.037 shares of Common Stock per $1,000 principal amount of 144A Notes (subject to adjustment in certain circumstances). This represents an initial effective conversion price of approximately $3.74 per share of common stock. For any conversion on or after May 15, 2015, in the event that the last reported sale price of the Company's common stock for 20 or more trading days (whether or not consecutive) in a period of 30 consecutive trading days ending within five trading days immediately prior to the date the Company receives a notice of conversion exceeds the conversion price of $3.74 per share on each such trading day, the holders, in addition to the shares deliverable upon conversion, will be entitled to receive a cash payment equal to the present value of the remaining scheduled payments of interest that would have been made on the 144A Notes being converted from the conversion date to the earlier of the date that is three years after the date the Company receives such notice of conversion and maturity (May 15, 2019). In the event of a fundamental change, as defined in the Indenture, holders of the 144A Notes may require the Company to purchase all or a portion of the 144A Notes at a price equal to 100% of the principal amount of the 144A Notes, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. Holders of the 144A Notes who convert their 144A Notes in connection with a make-whole fundamental change will receive additional shares representing the present value of the remaining interest payments which will be computed using a discount rate of 0.75%. If a holder of 144A Notes elects to convert its 144A Notes prior to the effective date of any make-whole fundamental change, such holder will not be entitled to an increased conversion rate in connection with such conversion. Refer to the "Exchange" and "Maturity Treatment Agreement" sections of this Note 5, "Debt", for details of the impact of the Maturity Treatment and Exchange agreements on the 144A Notes.

Related Party Convertible Notes

Total R&D Convertible Notes

In July 2012, the Company entered into an agreement with Total that expanded Total's investment in its Biofene collaboration with the Company, provided new structure for a joint venture (or the "Fuels JV") to commercialize the products encompassed by the diesel and jet fuel research and development program (or the "Program"), and established a convertible debt structure for the collaboration funding from Total (or the "July 2012 Agreements").

The purchase agreement for the notes related to the funding from Total (or the "Total Purchase Agreement") provided for the sale of the Total Notes consisting of an aggregate of $105.0 million in 1.5% Senior Unsecured Convertible Note due March 2017 as follows:

- As part of an initial closing under the Total Purchase Agreement (which was completed in two installments), (i) on July 30, 2012, the Company sold a Total Note with a principal amount of $38.3 million, including $15.0 million in new funds and $23.3 million in previously-provided diesel research and development funding by Total, and (ii) on September 14, 2012, the Company sold another Total Note for $15.0 million in new funds from Total.
- At a second closing under the Total Purchase Agreement (also completed in two installments) the Company sold additional Total Notes for an aggregate of $30.0 million in new funds from Total ($10.0 million in June 2013 and $20.0 million in July 2013).
- At a third closing under the Total Purchase Agreement (also completed in two installments) the Company sold additional Total Notes for an aggregate of $21.7 million in new funds from Total ($10.85 million in July 2014 and $10.85 million in January 2015) (or the "Third Closing Notes").

The Total Notes have a maturity date of March 1, 2017, an initial conversion price equal to $7.0682 per share for the Total Notes issued under the initial closing, an initial conversion price equal to $3.08 per share for the Total Notes issued under the second closing and an initial conversion price equal to $4.11 per share for the Third Closing Notes. The Total Notes bear interest of 1.5% per annum (with a default rate of 2.5%), accruing from the date of funding and payable at maturity or on conversion or a change of control where Total exercises the right to require the Company to repay the notes. Accrued interest is partially or fully cancelled if the Total Notes are cancelled based on a final decision by Total to go forward with the fuels collaboration (either partially with respect to jet fuel or fully with respect to jet fuel and diesel (a "Go" decision) (see Note 8, "Significant Agreements"). The agreements contemplate that the research and development efforts under the Program may extend through 2016, with a series of "Go/No Go" decisions (see Note 8, "Significant Agreements") by Total through such date tied to funding by Total.

The Total Notes become convertible into the Company's common stock (i) within 10 trading days prior to maturity (if they are not cancelled as described above prior to their maturity date), (ii) on a change of control of the Company, (iii) if Total is no longer the largest stockholder of the Company following a “No-Go” decision (subject to a six-month lock-up with respect to any shares of common stock issued upon conversion), and (iv) on a default by the Company. If Total makes a final “Go” decision with respect to the full fuels collaboration, then the Total Notes will be exchanged by Total for equity interests in the Fuels JV, after which the Total Notes will not be convertible and any obligation to pay principal or interest on the Total Notes will be extinguished. In case of a “Go” decision only with respect to jet fuel, the parties would form an operational joint venture only for jet fuel (and the rights associated with diesel would terminate), 70% of the outstanding Total Notes would remain outstanding and become payable by the Company, and 30% of the outstanding Total Notes would be cancelled. If Total makes a “No-Go” decision, outstanding Total Notes will remain outstanding and become payable at maturity.

In connection with the December 2012 private placement of the Company’s common stock involving certain existing stockholders of the Company (see Note 10, "Stockholders' Equity"), Total elected to participate in the private placement by exchanging approximately $5.0 million of its $53.3 million in Total Notes issued in the initial closing into 1,677,852 of the Company's common stock at a price of $2.98 per share. As such, $5.0 million of Total's outstanding $53.3 million in Total Notes issued in the initial closing was cancelled. The cancellation of the debt was treated as an extinguishment of debt in accordance with the guidance outlined in ASC 470-50. As a result of the exchange and cancellation of the $5.0 million debt, the Company recorded a loss from extinguishment of debt of $0.9 million in the year ended December 31, 2012.

In March 2013, the Company entered into a letter agreement with Total (or the “March 2013 Letter Agreement”) under which Total agreed to waive its right to cease its participation in the parties' fuels collaboration at the July 2013 decision point and committed to proceed with the second closing under the Total Purchase Agreement (subject to the Company's satisfaction of the relevant closing conditions for such funding in the Total Purchase Agreement). As consideration for this waiver and commitment, the Company agreed to:

- reduce the conversion price for the $30.0 million in principal amount of Total Notes to be issued in connection with the second closing of the Total Notes (as described above) from $7.0682 per share to a price per share equal to the greater of (i) the consolidated closing bid price of the Company's common stock on the date of the March 2013 Letter Agreement, plus $0.01, and (ii) $3.08 per share, provided that the conversion price would not be reduced by more than the maximum possible amount permitted under the rules of The NASDAQ Stock Market (or “NASDAQ”) such that the new conversion price would require the Company to obtain stockholder consent; and
- grant Total a senior security interest in the Company's intellectual property, subject to certain exclusions and subject to release by Total when the Company and Total enter into final documentation regarding the establishment of the Fuels JV.

In addition to the waiver by Total described above, Total also agreed that, at the Company's request and contingent upon the Company meeting its obligations described above, it would pay advance installments of the amounts otherwise payable at the second closing.

In June 2013, the Company sold and issued $10.0 million in principal amount of Total Notes to Total pursuant to the second closing of the Total Notes as discussed above. In accordance with the March 2013 Letter Agreement, this Total Note has an initial conversion price equal to $3.08 per share of the Company's common stock.

In July 2013, the Company sold and issued $20.0 million in principal amount of Total Notes to Total pursuant to the second closing of the Total Notes as discussed above. This purchase and sale completed Total's commitment to purchase $30.0 million of the Total Notes in the second closing by July 2013. In accordance with the March 2013 Letter Agreement, this Total Note has an initial conversion price equal to $3.08 per share of the Company's common stock.

The conversion prices of the Total Notes were subject to adjustment for proportional adjustments to outstanding common stock and under anti-dilution provisions in case of certain dividends and distributions. Total had a right to require repayment of 101% of the principal amount of the Total Notes in the event of a change of control of the Company and the Total Notes provided for payment of unpaid interest on conversion following such a change of control if Total did not require such repayment. The Total Purchase Agreement and Total Notes included covenants regarding payment of interest, maintenance of the Company's listing status, limitations on debt, maintenance of corporate existence, and filing of SEC reports. The Total Notes include standard events of default resulting in acceleration of indebtedness, including failure to pay, bankruptcy and insolvency, cross-defaults, and breaches of the covenants in the Total Purchase Agreement and Total Notes, with added default interest rates and associated cure periods applicable to the covenant regarding SEC reporting. Furthermore, the Total Notes included restrictions on the amount of debt the Company is permitted to incur. With exceptions for certain existing debt, refinancing of such debt and certain other exclusions and waivers, the Total Notes provided that the Company's total outstanding debt at any time could not exceed the greater of $200.0 million or 50% of its consolidated total assets and its secured debt could not exceed the greater of $125.0 million or 30% of its consolidated total assets. In connection with the Company's closing of the Temasek Bridge Note for $35.0 million and the August 2013 Financing and in connection with the Rule 144A Convertible Note Offering in May 2014, Total waived compliance with the debt limitations outlined above as to the Temasek Bridge Note, the August 2013 Financing and the Rule 144A Convertible Note Offering.

In December 2013, in connection with the Company's entry into a Shareholders Agreement dated December 2, 2013 and License Agreement dated December 2, 2013 (or, collectively, the "JV Documents") with Total and Total Amyris BioSolutions B.V. (or "JVCO") relating to the establishment of JVCO (see Note 7, "Joint Ventures and Noncontrolling Interest"), the Company (i) exchanged the $69.0 million of the then-outstanding Total Notes issued pursuant to the Total Purchase Agreement for replacement 1.5% senior secured convertible notes, in principal amounts equal to the principal amount of each cancelled note (or the "Replacement Notes") or, when referencing Replacement Notes outstanding as of June 30, 2015 sometimes referred to the Total Notes), ii) granted to Total a security interest in and lien on all Amyris' rights, title and interest in and to Company's shares in the capital of JVCO and (iii) agreed that any securities to be purchased and sold at the third closing under the Total Purchase Agreement by Total would be Replacement Notes instead of Total Notes. As a consequence of executing the JV Documents and forming JVCO, the security interest in all of the Company's intellectual property, granted by the Company in favor of Total, Temasek, and certain Fidelity Entities pursuant to the Restated Intellectual Property Security Agreement dated as of October 16, 2013, were automatically terminated effective as of December 2, 2013 upon Total's and the Company's joint written notice to Temasek and the Fidelity Entities.

In April 2014, the Company and Total entered into a letter agreement dated as of March 29, 2014 (or the "March 2014 Total Letter Agreement") to amend the Amended and Restated Master Framework Agreement entered into as of December 2, 2013 (included as part of JV Documents) and the Total Purchase Agreement. Under the March 2014 Total Letter Agreement, the Company agreed to, (i) amend the conversion price of the Replacement Notes to be issued in the third closing under the Total Purchase Agreement from $7.0682 per share to $4.11 per share subject to stockholder approval at the Company's 2014 annual meeting (which was obtained in May 2014), (ii) extend the period during which Total may exchange for other Company securities Replacement Notes issued under the July 2012 Agreements from June 30, 2014 to the later of December 31, 2014 and the date on which the Company shall have raised $75.0 million of equity and/or convertible debt financing (excluding any convertible promissory notes issued pursuant to the Total Purchase Agreement), (iii) eliminate the Company's ability to qualify, in a disclosure letter to Total, certain of the representations and warranties that the Company must make at the closing of any third closing sale, and (iv) beginning on March 31, 2014, provide Total with monthly reporting on the Company's cash, cash equivalents and short-term investments. In consideration of these agreements, Total agreed to waive its right not to consummate the closing of the issuance of the Third Closing Notes if it had decided not to proceed with the collaboration and had made a "No-Go" decision with respect thereto.

In July 2014, the Company sold and issued a Replacement Note to Total with a principal amount of $10.85 million with a March 1, 2017 maturity date pursuant to the Total Purchase Agreement. This purchase and sale constituted the initial installment of the $21.7 million third closing described above. In accordance with the March 2014 Total Letter Agreement, this convertible note has an initial conversion price equal to $4.11 per share of the Company's common stock.

In January 2015, the Company sold and issued a Replacement Note to Total with a principal amount of $10.85 million with a March 1, 2017 maturity date pursuant to the Total Purchase Agreement. This purchase and sale constituted the final installment of the $21.7 million third closing described above. In accordance with the March 2014 Total Letter Agreement, this convertible note has an initial conversion price equal to $4.11 per share of the Company's common stock. Refer to the “Exchange” section of this Note 5, "Debt", for details of the impact of the Exchange Agreement on the Replacement Notes.

As of September 30, 2015 and December 31, 2014, $5.0 million and $51.0 million, respectively, of Replacement Notes were outstanding, net of debt discount of $0.0 million and $13.1 million, respectively.

August 2013 Financing Convertible Notes and 2013 Bridge Note

In connection with the August 2013 Financing, the Company entered into the August 2013 SPA with Total and Temasek to sell up to $73.0 million in convertible promissory notes in private placements, with such notes to be sold and issued over a period of up to 24 months from the date of signing. The August 2013 SPA provided for the August 2013 Financing to be divided into two tranches (the first tranche for $42.6 million and the second tranche for $30.4 million), each with differing closing conditions. Of the total possible purchase price in the financing, $60.0 million was paid in the form of cash by Temasek ($35.0 million in the first tranche and up to $25.0 million in the second tranche) and $13.0 million was paid by the exchange and cancellation of outstanding convertible promissory notes held by Total in connection with its exercise of pro rata rights ($7.6 million in the first tranche and $5.4 million in the second tranche). The August 2013 SPA included requirements that the Company meet certain production milestones before the second tranche would become available, obtain stockholder approval prior to completing any closing of the transaction, and issue a warrant to Temasek to purchase 1,000,000 shares of the Company's common stock at an exercise price of $0.01 per share, exercisable only if Total converts notes previously issued to Total in the second closing under the Total Purchase Agreement. In September 2013, prior to the initial closing of the August 2013 Financing, the Company's stockholders approved the issuance in the private placement of up to $110.0 million aggregate principal amount of senior convertible promissory notes, the issuance of a warrant to purchase 1,000,000 shares of the Company's common stock and the issuance of the common stock issuable upon conversion or exercise of such notes and warrant, which approval included the transactions contemplated by the August 2013 Financing.

In October 2013, the Company sold and issued the Temasek Bridge Note in exchange for a bridge loan of $35.0 million. The Temasek Bridge Note was due on February 2, 2014 and accrued interest at a rate of 5.5% quarterly from the October 4, 2013 date of issuance. The Temasek Bridge Note was cancelled on October 16, 2013 as payment for Temasek’s purchase of Tranche I Notes in the first tranche of the August 2013 Financing, as further described below.

In October 2013, the Company amended the August 2013 SPA to include certain Fidelity Entities in the first tranche of the August 2013 Financing with an investment amount of $7.6 million, and to proportionally increase the amount acquired by exchange and cancellation of outstanding Total Notes in connection with its exercise of pro rata rights up to $14.6 million ($9.2 million in the first tranche and up to $5.4 million in the second tranche). Also in October 2013, the Company completed the closing of the first tranche of the August 2013 Financing, issuing a total of $51.8 million in Tranche I Notes for cash proceeds of $7.6 million and cancellation of outstanding convertible promissory notes of $44.2 million, of which $35.0 million resulted from cancellation of the Temasek Bridge Note and the remaining $9.2 million from the exchange and cancellation of an outstanding Total Note. As a result of the exchange and cancellation of the $35.0 million Temasek Bridge Note and the $9.2 million Total Note for the Tranche I Notes, the Company recorded a loss from extinguishment of debt of $19.9 million. The Tranche I Notes are due sixty months from the date of issuance and are convertible into the Company’s common stock at a conversion price equal to $2.44, which represents a 15% discount to a trailing 60-day weighted-average closing price of the common stock on NASDAQ through August 7, 2013, subject to adjustment as described below. The Tranche I Notes are convertible at the option of the holder: (i) at any time after 18 months from the date of the August 2013 SPA, (ii) on a change of control of the Company or (iii) upon the occurrence of an event of default. The conversion price of the Tranche I Notes will be reduced to $2.15 if (a) (i) a specified Company manufacturing plant failed to achieve a total production of 1.0 million liters within a run period of 45 days prior to June 30, 2014, or (ii) the Company fails to achieve gross margins from product sales of at least 5% prior to June 30, 2014, or (b) the Company reduces the conversion price of certain existing promissory notes held by Total prior to the repayment or conversion of the Tranche I Notes. In 2013, the Company achieved a total production of 1.0 million liters within a run period of 45 days in satisfaction of clause (a) (i) of the preceding sentence and the Company achieved clause (a)(ii) by achieving greater than 8% gross margins from product sales prior to June 30, 2014. Each Tranche I Note accrues interest from the date of issuance until the earlier of the date that such Tranche I Note is converted into the Company’s common stock or is repaid in full. Interest accrues at a rate of 5% per six months, compounded semiannually (with graduated interest rates of 6.5% applicable to the first 180 days and 8% applicable, thereafter as the sole remedy should the Company fail to maintain NASDAQ listing status or at 6.5% for all other defaults). Interest for the first 30 months is payable in kind and added to the principal every six-months and thereafter, the Company may continue to pay interest in kind by adding to the principal every six-months or may elect to pay interest in cash. The Tranche I Notes may be prepaid by the Company after 30 months from the issuance date and initial interest payment; thereafter, the Company has the option to prepay the Tranche I Notes every six months at the date of payment of the semi-annual coupon.

In January 2014, the Company sold and issued, for face value, approximately $34.0 million of convertible promissory notes in the second tranche of the August 2013 Financing (or the "Tranche II Notes"). At the closing, Temasek purchased $25.0 million of the Tranche II Notes and Wolverine Asset Management, LLC (or "Wolverine") purchased $3.0 million of the Tranche II Notes, each for cash. Total purchased approximately $6.0 million of the Tranche II Notes through cancellation of the same amount of principal of previously outstanding Replacement Notes held by Total. As a result of the exchange and cancellation of the $6.0 million Total Note for the Tranche II Notes, the Company recorded a loss from extinguishment of debt of $9.4 million. The Tranche II Notes are be due sixty months from the date of issuance and are convertible into shares of common stock at a conversion price equal to $2.87 per share, which represents a trailing 60-day weighted-average closing price of the common stock on NASDAQ through August 7, 2013, subject to adjustment as described below. Specifically, the Tranche II Notes are convertible at the option of the holder (i) at any time 12 months after issuance, (ii) on a change of control of the Company, or (iii) upon the occurrence of an event of default. Each Tranche II Note accrues interest from the date of issuance until the earlier of the date that such Tranche II Note is converted into common stock or repaid in full. Interest accrues at a rate per annum equal to 10%, compounded annually (with graduated interest rates of 13% applicable to the first 180 days and 16% applicable thereafter as the sole remedy should the Company fail to maintain NASDAQ listing status or at 12% for all other defaults). Interest for the first 36 months is payable in kind and added to principal every year following the issue date and thereafter, the Company may continue to pay interest in kind by adding to principal on every year anniversary of the issue date or may elect to pay interest in cash.

In addition to the conversion price adjustments set forth above, the conversion prices of the Tranche I Notes and Tranche II Notes are subject to further adjustment (i) according to proportional adjustments to outstanding common stock of the Company in case of certain dividends and distributions, (ii) according to anti-dilution provisions, and (iii) with respect to notes held by any purchaser other than Total, in the event that Total exchanges existing convertible notes for new securities of the Company in connection with future financing transactions in excess of its pro rata amount. Notwithstanding the foregoing, holders of a majority of the principal amount of the notes outstanding at the time of conversion may waive any anti-dilution adjustments to the conversion price. The purchasers have a right to require repayment of 101% of the principal amount of the notes in the event of a change of control of the Company and the notes provide for payment of unpaid interest on conversion following such a change of control if the purchasers do not require such repayment. The August 2013 SPA, Tranche I Notes and Tranche II Notes include covenants regarding payment of interest, maintenance of the Company's listing status, limitations on debt and on certain liens, maintenance of corporate existence, and filing of SEC reports. The notes include standard events of default resulting in acceleration of indebtedness, including failure to pay, bankruptcy and insolvency, cross-defaults, and breaches of the covenants in the August 2013 SPA, Tranche I Notes and Tranche II Notes, with default interest rates and associated cure periods applicable to the covenant.

The conversion price of the Tranche I Notes and Tranche II Notes was reset to $1.42 per share upon the completion of the Private Offering in July 2015.

As of September 30, 2015 and December 31, 2014, the related party convertible notes outstanding under the Tranche I Notes and Tranche II Notes were $22.7 million and $49.2 million, respectively, net of debt discount of $0.0 million and $30.7 million, respectively. The debt discount is the result of the bifurcation of the conversion options that contain "make-whole" provisions or down round conversion price adjustment provisions associated with the outstanding debt. Refer to the “Exchange” and “Maturity Treatment Agreement” sections of this Note 5, "Debt", for details of the impact of the Maturity Treatment and Exchange agreements on the Tranche I and II Notes.

Rule 144A Convertible Notes Sold to Related Parties

As discussed above under “Rule 144A Convertible Note Offering”, the Company sold and issued $75.0 million aggregate principal amount of 144A Notes pursuant to Rule 144A of the Securities Act. In connection with obtaining a waiver from one of its existing investors, Total, of its preexisting contractual right to exchange certain senior secured convertible notes previously issued by Amyris pursuant to the Total Purchase Agreement for 144A Notes issued in the transaction, Amyris used approximately $9.7 million of the net proceeds to repay such amount of previously issued Replacement Notes held by Total, which represented the amount of 144A Notes purchased by Total from the Initial Purchaser under the Rule 144A Convertible Note Offering. As a result of the settlement of the $9.7 million of Replacement Notes, the Company recorded a loss from extinguishment of $1.1 million in the year ended December 31, 2014.

Additionally, Foris Ventures, LLC and Temasek each participated in the Rule 144A Convertible Note Offering and purchased $5.0 million and $10.0 million, respectively, of the convertible promissory notes sold thereunder.

As of September 30, 2015, there was $5.0 million in outstanding principal under Total Notes with a conversion price of $3.74 per share, with such Total Notes all having a maturity date of March 1, 2017, subject to the conversion and cancellation provisions set forth in the Notes.

As of September 30, 2015, the related party convertible notes outstanding under the Rule 144A Convertible Note Offering were $14.6 million, net of discount of $1.7 million.

As of September 30, 2015 and December 31, 2014, the total related party convertible notes outstanding were $42.4 million and $115.2 million, respectively, net of discount of $1.7 million and $53.8 million, respectively. The Company recorded a loss from extinguishment of debt from the exchange and cancellation of related party convertible notes of $5.9 million and zero for the three months ended September 30, 2015 and 2014, respectively, and $5.9 million and $10.5 million for the nine months ended September 30, 2015 and 2014, respectively.

Loans Payable

In July 2012, the Company entered into a Note of Bank Credit and a Fiduciary Conveyance of Movable Goods Agreement (together, the "July 2012 Bank Agreements") with each of Nossa Caixa Desenvolvimento (or “Nossa Caixa”) and Banco Pine S.A. (or “Banco Pine”). Under the July 2012 Bank Agreements, the Company pledged certain farnesene production assets as collateral for the loans of R$52.0 million. The Company's total acquisition cost for such pledged assets was approximately R$68.0 million (approximately US$17.1 million based on the exchange rate as of September 30, 2015). The Company is also a parent guarantor for the payment of the outstanding balance under these loan agreements. Under the July 2012 Bank Agreements, the Company could borrow an aggregate of R$52.0 million (approximately US$13.1 million based on the exchange rate as of September 30, 2015) as financing for capital expenditures relating to the Company's manufacturing facility located in Brotas, Brazil. Specifically, Banco Pine, agreed to lend R$22.0 million and Nossa Caixa agreed to lend R$30.0 million. The funds for the loans are provided by BNDES, but are guaranteed by the lenders. The loans have a final maturity date of July 15, 2022 and bear a fixed interest rate of 5.5% per year. The loans are also subject to early maturity and delinquency charges upon occurrence of certain events including interruption of manufacturing activities at the Company's manufacturing facility in Brotas, Brazil for more than 30 days, except during the sugarcane off-season. For the first two years that the loans are outstanding, the Company is required to pay interest only on a quarterly basis. Since August 15, 2014, the Company has been required to pay equal monthly installments of both principal and interest for the remainder of the term of the loans. As of September 30, 2015 and December 31, 2014, a principal amount of $11.2 million and $18.6 million, respectively, was outstanding under these loan agreements.

In March 2013, the Company entered into an export financing agreement with Banco ABC Brasil S.A. (or "ABC") for approximately $2.5 million to fund exports through March 2014. This loan was collateralized by future exports from the Company's subsidiary in Brazil. In March 2014, the Company entered into an additional export financing agreement with ABC for approximately $2.2 million to fund exports through March 2015. This loan is collateralized by future exports from the Company's subsidiary in Brazil. In April, 2015, we entered into an additional export financing agreement with ABC for approximately $1.6 million to fund exports through March 2016. This loan is collateralized by future exports from the Company's subsidiary in Brazil. As of September 30, 2015, the principal amount outstanding under this agreement was $1.6 million. The Company is also a parent guarantor for the payment of the outstanding balance under these loan agreements.

In October 2013, the Company entered into a financing arrangement with a third party for the monthly payments of its insurance premiums of $0.6 million payable in nine monthly installments of principal and interest. Interest accrues at a rate of 3.24% per annum. The installment payments were concluded in 2014. In October 2014, the Company agreed to a new installment plan amounting to $0.6 million to pay for the current insurance premiums under the same terms. As of September 30, 2015 and December 31, 2014, the outstanding unpaid installment payments were zero and $0.3 million, respectively.

Exchange (debt conversion)

On July 29, 2015, the Company closed the Exchange pursuant to that certain Exchange Agreement, dated as of July 26, 2015 (the " Exchange Agreement "), among the Company, Temasek and Total.

Under the Exchange Agreement, at the closing, Temasek exchanged approximately $71.0 million of outstanding convertible promissory notes (including paid-in-kind and accrued interest through July 29, 2015) and Total exchanged $70.0 million in principal amount of outstanding convertible promissory notes for shares of the Company's common stock. The exchange price was $2.30 per share (the "Exchange Price") and was paid by the exchange and cancellation of such outstanding convertible promissory notes, and Temasek and Total received 30,860,633 and 30,434,782 shares of the Company's common stock, respectively, in the Exchange. As a result of the Exchange, accretion of debt discount was accelerated based on the Company's estimate of the expected conversion date, resulting in an additional interest expense of $36.6 million for the quarter ended June 30, 2015 and $2.6 million for the quarter ended September 30, 2015.

Under the Exchange Agreement, Total also received the following warrants, each with a five-year term, at the closing:

- A warrant to purchase 18,860,992 shares of the Company's Common Stock (the "Total Funding Warrant").
- A warrant to purchase 2,000,000 shares of the Company's common stock that will only be exercisable if the Company fails, as of March 1, 2017, to achieve a target cost per liter to manufacture farnesene (the "Total R&D Warrant"). The Total Funding Warrant and the Total R&D Warrant are collectively referred to as the "Total Warrants."

Additionally, under the Exchange Agreement, Temasek received the following warrants:

- A warrant to purchase 14,677,861 shares of the Company's common stock. (the "Temasek Exchange Warrant")
- A warrant exercisable for that number of shares of the Company's common stock equal to (1) (A) the number of shares for which Total exercises the Total Funding Warrant plus (B) the number of additional shares for which the certain convertible notes remaining outstanding following the completion of the Exchange may become exercisable as a result of a reduction in the conversion price of such remaining notes as of a result of and/or subsequent to the date of the Exchange plus (C) that number of additional shares in excess of 2,000,000, if any, for which the Total R&D Warrant becomes exercisable multiplied by a fraction equal to 30.6% divided by 69.4% plus (2) (A) the number of any additional shares for which certain other outstanding convertible promissory notes may become exercisable as a result of a reduction to the conversion price of such notes multiplied by (B) a fraction equal to 13.3% divided by 86.7%.

- A warrant exercisable for that number of shares of the Company's common stock equal to 880,339 multiplied by a fraction equal to the number of shares for which Total exercises the Total R&D Warrant divided by 2,000,000. If Total is entitled to, and does, exercise the Total R&D Warrant in full, this warrant would be exercisable for 880,339 shares.

The above-referenced warrants issued to Temasek have ten-year terms and are referred to herein as the "Temasek Warrants" and, the Temasek Warrants and Total Warrants are hereinafter collectively referred to as the "Exchange Warrants". All of the Exchange Warrants have an exercise price of $0.01 per share.

In addition to the grant of the Exchange Warrants, a warrant issued by the Company to Temasek in October 2013 in conjunction with a prior convertible debt financing (the "2013 Warrant") became exercisable in full upon the completion of the Exchange. There are 1,000,000 shares underlying the 2013 Warrant, which were exercised at an exercise price of $0.01 per share during the quarter ended September 30, 2015.

The exercisability of all of the Exchange Warrants is subject to stockholder approval. The Company intends to solicit such approval promptly and, as further described below, has entered into Voting Agreements (defined below) with certain of the Company's stockholders and investors pursuant to which such stockholders and investors have agreed to vote in favor of the exercisability of the Exchange Warrants and the exercisability of certain of other warrants to be issued under the transactions contemplated by the Private Offering (as described below, the " Private Offering Warrants "), which was obtained on September 17, 2015.

Maturity Treatment Agreement

At the closing of the Exchange, the Company, Total and Temasek also entered into a Maturity Treatment Agreement, dated as of July 29, 2015, pursuant to which Total and Temasek agreed to convert any of the Company's convertible promissory notes held by them that were not cancelled in the Exchange (the "Remaining Notes") into shares of the Company's common stock in accordance with the terms of such Remaining Notes upon maturity, provided that certain events of default have not occurred with respect to the applicable Remaining Notes prior to such maturity. As of immediately following the closing of the Exchange, Temasek held $10.0 million in aggregate principal amount of Remaining Notes (being Rule 144A Convertible Notes) and Total held approximately $25.0 million in aggregate principal amount of Remaining Notes (being $9.7 million of Rule 144A Convertible Notes and $15.3 million of Tranche I and II Notes).

Including the Remaining Notes, following the closing of the July 2015 Private Offering and the Exchange, the Company had outstanding $130.9 million in aggregate principal amount of convertible promissory notes, including $25.0 million with a conversion price of $7.0682 per share, $5.0 million with a conversion price of $3.08 per share (with such $5.0 million to be canceled upon final execution of agreements relating to restructuring of a fuels joint venture with Total), $75.0 million with a conversion price of $3.74 per share, and $25.9 million (the "Tranche Notes ") with a conversion price of approximately $1.42 per share (with Tranche Notes' conversion price reduced from conversion prices ranging from $2.44 to $2.87, based on existing anti-dilution adjustments in the Tranche Notes as a result of the Private Offering price).

In conjunction with the closing of the Exchange and Maturity Treatment Agreements on July 29, 2015, $178.1 million of convertible debt was extinguished and a $6.0 million loss on extinguishment was recognized in the quarter ended September 30, 2015. The Remaining Notes were recorded at fair value.

Letters of Credit

In June 2012, the Company entered into a letter of credit agreement for $1.0 million under which it provided a letter of credit to the landlord of its headquarters in Emeryville, California, in order to cover the security deposit on the lease. This letter of credit is secured by a certificate of deposit. Accordingly, the Company has $1.0 million as restricted cash under this arrangement as of September 30, 2015 and December 31, 2014.

Future minimum payments under the debt agreements as of September 30, 2015 are as follows (in thousands):

Years ending December 31:	Related Party Convertible Debt	Convertible Debt	Loans Payable	Credit Facility	Total
2015 (remaining three months)	$ 807	$ 2,019	$ 704	$ 4,816	$ 8,346
2016	1,606	4,020	3,813	19,216	28,655
2017	6,798	29,090	2,091	6,821	44,800
2018	16,780	15,685	2,002	262	34,729
2019	35,298	56,798	1,914	70	94,080
Thereafter	—	—	4,533	—	4,533
Total future minimum payments	61,289	107,612	15,057	31,185	215,143
Less: amount representing interest[(1)]	(24,414)	(35,640)	(2,149)	(4,631)	(66,834)
Present value of minimum debt payments	36,875	71,972	12,908	26,554	148,309
Less: current portion	—	—	(3,364)	(17,538)	(20,902)
Add: FV change due to conversion on 7/29/2015	5,526	$ —	—	—	5,526
Noncurrent portion of debt	$ 42,401	$ 71,972	$ 9,544	$ 9,016	$ 132,933

(1) Including debt discount of $17.1 million related to the embedded derivatives associated with the related party and non-related party convertible debt which will be accreted to interest expense under the effective interest method over the term of the convertible debt.

6. Commitments and Contingencies

Lease Obligations

The Company leases certain facilities and finances certain equipment under operating and capital leases, respectively. Operating leases include leased facilities and capital leases include leased equipment (see Note 4, "Balance Sheet Components"). The Company recognizes rent expense on a straight-line basis over the non-cancellable lease term and records the difference between rent payments and the recognition of rent expense as a deferred rent liability. Where leases contain escalation clauses, rent abatements, and/or concessions, such as rent holidays and landlord or tenant incentives or allowances, the Company applies them as a straight-line rent expense over the lease term. The Company has non-cancellable operating lease agreements for office, research and development, and manufacturing space that expire at various dates, with the latest expiration in February 2031. Rent expense under operating leases was $1.4 million and $1.3 million for the three months ended September 30, 2015 and 2014, respectively, and was $3.9 million and $4.0 million for the nine months ended September 30, 2015 and 2014, respectively.

Future minimum payments under the Company's lease obligations as of September 30, 2015, are as follows (in thousands):

Years ending December 31:	Capital Leases	Operating Leases	Total Lease Obligations
2015 (remaining three months)	$ 187	$ 1,696	$ 1,883
2016	530	6,755	7,285
2017	187	6,642	6,829
2018	—	6,700	6,700
2019	—	6,748	6,748
Thereafter	—	25,026	25,026
Total future minimum lease payments	904	$ 53,567	$ 54,471
Less: amount representing interest	(70)		
Present value of minimum lease payments	834		
Less: current portion	(555)		
Long-term portion	$ 279		

Guarantor Arrangements

The Company has agreements whereby it indemnifies its officers and directors for certain events or occurrences while the officer or directors are serving in their official capacities. The indemnification period remains enforceable for the officer's or director's lifetime. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that limits its exposure and enables the Company to recover a portion of any future payments. As a result of its insurance policy coverage, the Company believes the estimated fair value of these indemnification agreements is minimal. Accordingly, the Company had no liabilities recorded for these agreements as of September 30, 2015 and December 31, 2014.

The Company entered into the FINEP Credit Facility to finance a research and development project on sugarcane-based biodiesel (see Note 5, "Debt"). The FINEP Credit Facility is guaranteed by a chattel mortgage on certain equipment of the Company. The Company's total acquisition cost for the equipment under this guarantee is approximately R$6.0 million (approximately US$1.5 million based on the exchange rate as of September 30, 2015).

The Company entered into the BNDES Credit Facility to finance a production site in Brazil (see Note 5, "Debt").The BNDES Credit Facility is collateralized by a first priority security interest in certain of the Company's equipment and other tangible assets with a total acquisition cost of R$24.9 million (approximately US$6.3 million based on the exchange rate as of September 30, 2015). The Company is a parent guarantor for the payment of the outstanding balance under the BNDES Credit Facility. Additionally, the Company is required to provide certain bank guarantees under the BNDES Credit Facility. Accordingly, the Company has $0.2 million and $0.6 million as restricted cash as of September 30, 2015 and December 31, 2014, respectively.

The Company entered into loan agreements and security agreements whereby the Company pledged certain farnesene production assets as collateral (the fiduciary conveyance of movable goods) with each of Nossa Caixa and Banco Pine (see Note 5, "Debt"). The Company's total acquisition cost for the farnesene production assets pledged as collateral under these agreements is approximately R$68.0 million (approximately US$17.1 million based on the exchange rate as of September 30, 2015). The Company is also a parent guarantor for the payment of the outstanding balance under these loan agreements.

The Company had an export financing agreement with ABC for approximately $2.5 million for a one year term to fund exports through March 2014. As of September 30, 2015, the loan was fully repaid. On April 8, 2015, the Company entered into another export financing agreement with the same bank for approximately $1.6 million for a one year term to fund exports through March 2016. This loan is collateralized by future exports from Amyris Brasil. The Company is also a parent guarantor for the payment of the outstanding balance under these loan agreements.

In October 2013, the Company entered into a letter agreement with Total relating to the Temasek Bridge Note and to the closing of the August 2013 Financing (or the "Amendment Agreement") (see Note 5, "Debt"). In the August 2013 Financing, the Company was required to provide the purchasers under the August 2013 SPA with a security interest in the Company's intellectual property if Total still held such security interest as of the initial closing of the August 2013 Financing. Under the terms of a previous Intellectual Property Security Agreement by and between the Company and Total (or the "Security Agreement"), the Company had previously granted a security interest in favor of Total to secure the obligations of the Company under the Total Notes issued and issuable to Total under the Total Purchase Agreement. The Security Agreement provided that such security interest would terminate if Total and the Company entered into certain agreements relating to the formation of the Fuels JV. In connection with Total's agreement to (i) permit the Company to grant the security interest under the Temasek Bridge Note and the August 2013 Financing and (ii) waive a secured debt limitation contained in the outstanding Total Notes issued pursuant to the Total Purchase Agreement and held by Total, the Company entered into the Amendment Agreement. Under the Amendment Agreement, the Company agreed to reduce, effective December 2, 2013, the conversion price for the Total Notes issued in 2012 (approximately $48.3 million of which are outstanding as of the date hereof) from $7.0682 per share to $2.20, the market price per share of the Company's common stock as of the signing of the Amendment Agreement, as determined in accordance with applicable NASDAQ rules, unless the Company and Total entered into the JV Documents on or prior to December 2, 2013. The Company and Total entered into the JV agreements on December 2, 2013 and the Amendment Agreement and all security interests thereunder were automatically terminated and the conversion price of such Total Notes remained at $7.0682 per share.

In December 2013, in connection with the execution of JV Documents entered into by and among Amyris, Total and JVCO relating to the establishment of the JVCO (see Note 5, "Debt" and Note 7, "Joint Venture and Noncontrolling Interests"), the Company agreed to exchange the $69.0 million outstanding Total Notes issued pursuant to the Total Purchase Agreement and issue replacement 1.5% senior secured convertible notes, in principal amounts equal to the principal amount of each Total Note and grant a security interest to Total in and lien on all the Company's rights, title and interest in and to the Company's shares in the capital of the JVCO. Following execution of the JV Documents, all Total Notes that have been issued became Replacement Notes. Further, the $10.85 million in principal amount of such notes issued in the initial tranche of the third closing under the Total Purchase Agreement in July 2014 and the $10.85 million in principal amount of such notes issued in the second tranche of the third closing are secured Replacement Notes instead of unsecured Total Notes. "See Note 5,"Debt" for the impact of the Exchange and Maturity Treatment Agreement on the Replacement Notes".

The Hercules Loan Facility (see Note 5, "Debt") is collateralized by liens on the Company's assets, including certain Company intellectual property.

Purchase Obligations

As of September 30, 2015, the Company had $2.0 million in purchase obligations which included $1.1 million in non-cancellable contractual obligations and construction commitments, of which zero have been accrued as loss on purchase commitments.

Other Matters

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company but will only be recorded when one or more future events occur or fail to occur. The Company's management assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against and by the Company or unasserted claims that may result in such proceedings, the Company's management evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material would be disclosed. Loss contingencies considered to be remote by management are generally not disclosed unless they involve guarantees, in which case the guarantee would be disclosed.

The Company is subject to disputes and claims that arise or have arisen in the ordinary course of business and that have not resulted in legal proceedings or have not been fully adjudicated. Such matters that may arise in the ordinary course of business are subject to many uncertainties and outcomes are not predictable with assurance. Therefore, if one or more of these legal disputes or claims resulted in settlements or legal proceedings that were resolved against the Company for amounts in excess of management's expectations, the Company's consolidated financial statements for the relevant reporting period could be materially adversely affected.

7. Joint Ventures and Noncontrolling Interests

Novvi LLC

In September 2011, the Company and Cosan US, Inc. (or "Cosan U.S.") formed Novvi LLC (or "Novvi"), a U.S. entity that is jointly owned by the Company and Cosan U.S.. In March 2013, the Company and Cosan U.S. entered into agreements to (i) expand their base oils joint venture to also include additives and lubricants and (ii) operate their joint venture exclusively through Novvi. Specifically, the parties entered into an Amended and Restated Operating Agreement for Novvi (or the "Operating Agreement"), which sets forth the governance procedures for Novvi and the parties' initial contribution. The Company also entered into an IP License Agreement with Novvi (or the "IP License Agreement") under which the Company granted Novvi (i) an exclusive (subject to certain limited exceptions for the Company), worldwide, royaty-free license to develop, produce and commercialize base oils, additives, and lubricants derived from Biofene for use in automotive and industrial lubricants markets, and (ii) a non-exclusive, royalty free license, subject to certain conditions, to manufacture Biofene solely for its own products. In addition, both the Company and Cosan U.S. granted Novvi certain rights of first refusal with respect to alternative base oil and additive technologies that may be acquired by the Company or Cosan U.S. during the term of the IP License Agreement. Under these agreements, the Company and Cosan U.S. each own 50% of Novvi and each party shares equally in any costs and any profits ultimately realized by the joint venture. Novvi is governed by a six member Board of Managers (or the "Board of Managers"), with three managers represented by each investor. The Board of Managers appoints the officers of Novvi, who are responsible for carrying out the daily operating activities of Novvi as directed by the Board of Managers. The IP License Agreement has an initial term of 20 years from the date of the agreement, subject to standard early termination provisions such as uncured material breach or a party's insolvency. Under the terms of the Operating Agreement, Cosan U.S. was obligated to fund its 50% ownership share of Novvi in cash in the amount of $10.0 million and the Company was obligated to fund its 50% ownership share of Novvi through the granting of an IP License to develop, produce and commercialize base oils, additives, and lubricants derived from Biofene for use in the automotive, commercial and industrial lubricants markets, which Cosan U.S. and Amyris agreed was valued at $10.0 million. In March 2013, the Company measured its initial contribution of intellectual property to Novvi at the Company's carrying value of the licenses granted under the IP License Agreement, which was zero. Additional funding requirements to finance the ongoing operations of Novvi are expected to happen through revolving credit or other loan facilities provided by unrelated parties (i.e., such as financial institutions); cash advances or other credit or loan facilities provided by the Company and Cosan U.S. or their affiliates; or additional capital contributions by the Company and Cosan U.S.

In April 2014, the Company purchased additional membership units of Novvi for an aggregate purchase price of $0.2 million. Also in April 2014, the Company contributed $2.1 million in cash in exchange for receiving additional membership units in Novvi. Each member owns 50% of Novvi's issued and outstanding membership units.

In September 2014, the Company and Cosan U.S. entered into a member senior loan agreement to grant Novvi a loan amounting to approximately $3.7 million. The loan is due on September 1, 2017 and bears interest at a rate of 0.36% per annum. Interest accrues daily and is due and payable in arrears on September 1, 2017. The Company and Cosan U.S. each agreed to provide 50% of the loan. The Company's share of approximately $1.8 million was disbursed in two installments. The first installment of $1.2 million was made in September 2014 and the second installment of $0.6 million was made in October 2014. In November 2014, the Company and Cosan U.S. entered into a second member senior loan agreement to grant Novvi a loan of approximately $1.9 million on the same terms as the loan issued in September 2014. The Company and Cosan U.S. each agreed to provide 50% of the loan. The Company disbursed its share of approximately $1.0 million in November 2014. In May 2015, the Company and Cosan U.S. entered into a third member senior loan agreement to grant Novvi a loan of approximately $1.1 million on the same terms as the loan issued in September 2014, except that the due date is May 14, 2018. As of September 30, 2015 and December 31, 2014, total loans to Novvi were $2.5 million and $1.7 million, net of imputation of interest of $1.5 million and $1.0 million as result of the below market interest rate on the loan to affiliate, respectively.

In August, 2015, the Company and Cosan U.S. entered into a fourth member senior loan agreement to grant Novvi a loan of approximately $0.2 million on the same terms as the loan issued in September 2014, except that the due date is August 19, 2018.

The following table is a reconciliation of our equity and loans in Novvi:

	September 30,	
(In thousands)	2015	2014
Balance at January 1	$ 2,192	$ —
Loans to affiliate	770	—
Imputation of interest	461	—
Capital contribution (cash)	—	2,075
Capital contribution (non – cash)	—	237
Share in net loss offset to equity investment	(908)	(988)
Share in net loss offset to loans to affiliate	(1,181)	—
Accretion of imputed interest	413	—
Balance at September 30	$ 1,747	$ 1,324

The Company has identified Novvi as a VIE and determined that the power to direct activities, which most significantly impact the economic success of the joint venture (i.e., continuing research and development, marketing, sales, distribution and manufacturing of Novvi products), is equally shared between the Company and Cosan U.S. Accordingly, the Company is not the primary beneficiary and therefore accounts for its investment in Novvi under the equity method of accounting. The Company will continue to reassess its primary beneficiary analysis of Novvi if there are changes in events and circumstances impacting the power to direct activities that most significantly affect Novvi's economic success. Under the equity method, the Company's share of profits and losses are included in “Loss from investments in affiliates” in the condensed consolidated statements of operations. The Company recorded $0.7 million and $0.8 million for its share of Novvi's net loss for the three months ended September 30, 2015 and 2014, respectively, and $2.1 million and $1.0 million for the nine months ended September 30, 2015 and 2014, respectively. The carrying amount of the Company's equity investment in Novvi was $1.7 million and $1.3 million as of September 30, 2015 and 2014, respectively.

Total Amyris BioSolutions B.V.

In November 2013, the Company and Total formed JVCO. The common equity of JVCO is jointly owned (50%/50%) by the Company and Total, and the preferred equity of JVCO is 100% owned by the Company. The Parties have agreed that JVCO’s purpose is limited to executing the License Agreement and maintaining such licenses under it, unless and until either (i) Total elects to go forward with either the full (diesel and jet fuel) JVCO commercialization program or the jet fuel component of the JVCO commercialization program (or a “Go Decision”), (ii) Total elects to not continue its participation in the R&D Program and JVCO (or a “No-Go Decision”), or (iii) Total exercises any of its rights to buy out the Company’s interest in JVCO. Following a Go Decision, the articles and shareholders’ agreement of JVCO would be amended and restated to be consistent with the shareholders’ agreement contemplated by the July 2012 Agreements (see Note 5, "Debt" and Note 8, "Significant Agreements").

The JVCO has an initial capitalization of €0.1 million (approximately US$0.1 million based on the exchange rate as of September 30, 2015). The Company has identified JVCO as a VIE and determined that the Company is not the primary beneficiary and therefore accounts for its investment in JVCO under the equity method of accounting. Following a "Go" decision, no later than six months prior to July 31, 2016, the Company and Total are required to amend the July 2012 Agreements to reflect the corporate structure of JVCO, amend and restate the articles of association of JVCO, finalize and agree on a five-year plan and an initial budget, maximize economic viability and value of JVCO and enter into the Total license agreement. The Company will reevaluate its assessment in 2016 based on the specific terms of the final shareholders' agreement.

On July 26, 2015, the Company entered into a Letter Agreement with Total (the "JVCO Letter Agreement") regarding the restructuring of ownership and rights of Total Amyris BioSolutions B.V., the jointly-owned entity incorporated in November 2013 to house the JV ("TAB"), pursuant to which the parties agreed to enter into an Amended and Restated Shareholders' Agreement among the Company, Total and TAB, a Deed of Amendment of Articles of Association of TAB, an Amended & Restated Jet Fuel License Agreement among the Company and TAB, and a License Agreement regarding Diesel Fuel in the EU between the Company and Total, all in order to reflect certain changes to the structure of TAB and license grants and related rights pertaining to TAB (together, with the Pilot Plant Agreement Amendment described below, collectively, the "Commercial Agreements"). The Pilot Plant Agreement Amendment was entered into on July 26, 2015. The parties continue to finalize the terms of the Commercial Agreements related to TAB and expect to complete the transactions before the end of 2015.

Under the Commercial Agreements relating to TAB, the Company will grant exclusive (excluding its Brazil jet fuels business), world-wide, royalty-free rights to TAB for commercialization of farnesene- or farnesane-based jet fuel, and the parties agreed that, if TAB wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. TAB would also have an option until March 1, 2018 to purchase the assets of the jet portion of the Company's Brazil fuel business at a price based on the fair value of the commercial assets and the Company's investment in other related assets. If it exercises that option, TAB would no longer have any licenses or rights with regards to farnesene- or farnesane-based diesel fuel.

In addition, the Company will grant Total an exclusive, royalty-free license for the rights to offer for sale and sell in the European Union ("*EU*") farnesene- or farnesane-based diesel fuel, and the parties agreed that, if Total wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. For a to-be-negotiated, commercially reasonable, "most-favored" basis royalty to be paid to Amyris, Total will also have the right to make farnesene- or farnesane anywhere in the world solely for Total to offer for sale and sell it for diesel fuel in the EU.

Further, in accordance with the Commercial Agreements and pursuant to the JVCO Letter Agreement, Total will cancel R&D Notes in an aggregate principal amount of $5 million, plus all PIK and accrued interest under all outstanding R&D Notes and a note in the principal amount of Euro 50,000, plus accrued interest, issued by Amyris to Total in connection with the existing TAB capitalization, in exchange for an additional 25% of TAB (giving Total an aggregate ownership stake of 75% of TAB and giving the Company an aggregate ownership stake of 25% of TAB).

Additionally, in connection with the restructuring of the terms of TAB and the other Commercial Agreements, Total and the Company entered into Amendment #1 (the "Pilot Plant Agreement Amendment") to that certain Pilot Plant Services Agreement dated as of April 4, 2014 (as amended, the " *Pilot Plant Agreement*") whereby the Company and Total agreed to restructure the payment obligations of Total under the Pilot Plant Agreement. Under the original Pilot Plant Agreement, for a five year period, the Company is providing certain fermentation and downstream separations scale-up services and training to Total and receives an aggregate annual fee payable by Total for all services in the amount of up to approximately $900,000 per annum. Such annual fee is due in three equal installments payable on March 1, July 1 and November 1 each year during the term of the Pilot Plant Agreement. Under the Pilot Plant Agreement Amendment, in connection with the restructuring of TAB discussed above, Amyris agreed to waive a portion of these fees up to approximately $2.0 million, over the term of the Pilot Plant Agreement. The Pilot Plant Agreement Amendment is expected to complete before the end of 2015.

SMA Indústria Química S.A.

In April 2010, the Company established SMA Indústria Química (or "SMA"), a joint venture with São Martinho S.A. (or "São Martinho"), to build a production facility in Brazil. SMA is located at the São Martinho mill in Pradópolis, São Paulo state. The joint venture agreements establishing SMA have a 20 year initial term.

SMA is managed by a three member executive committee, of which the Company appoints two members, one of whom is the plant manager who is the most senior executive responsible for managing the construction and operation of the facility. SMA is governed by a four member board of directors, of which the Company and São Martinho each appoint two members. The board of directors has certain protective rights which include final approval of the engineering designs and project work plan developed and recommended by the executive committee.

The joint venture agreements require the Company to fund the construction costs of the new facility and São Martinho would reimburse the Company up to R$61.8 million (approximately US$15.6 million based on the exchange rate as of September 30, 2015) of the construction costs after SMA commences production. After commercialization, the Company would market and distribute Amyris renewable products produced by SMA and São Martinho would sell feedstock and provide certain other services to SMA. The cost of the feedstock to SMA would be a price that is based on the average return that São Martinho could receive from the production of its current products, sugar and ethanol. The Company would be required to purchase the output of SMA for the first four years at a price that guarantees the return of São Martinho's investment plus a fixed interest rate. After this four year period, the price would be set to guarantee a break-even price to SMA plus an agreed upon return.

Under the terms of the joint venture agreements, if the Company becomes controlled, directly or indirectly, by a competitor of São Martinho, then São Martinho has the right to acquire the Company's interest in SMA. If São Martinho becomes controlled, directly or indirectly, by a competitor of the Company, then the Company has the right to sell its interest in SMA to São Martinho. In either case, the purchase price shall be determined in accordance with the joint venture agreements, and the Company would continue to have the obligation to acquire products produced by SMA for the remainder of the term of the supply agreement then in effect even though the Company would no longer be involved in SMA's management.

The Company has a 50% ownership interest in SMA. The Company has identified SMA as a VIE pursuant to the accounting guidance for consolidating VIEs because the amount of total equity investment at risk is not sufficient to permit SMA to finance its activities without additional subordinated financial support, as well as because the related commercialization agreement provides a substantive minimum price guarantee. Under the terms of the joint venture agreement, the Company directs the design and construction activities, as well as production and distribution. In addition, the Company has the obligation to fund the design and construction activities until commercialization is achieved. Subsequent to the construction phase, both parties equally fund SMA for the term of the joint venture. Based on those factors, the Company was determined to have the power to direct the activities that most significantly impact SMA's economic performance and the obligation to absorb losses and the right to receive benefits. Accordingly, the financial results of SMA are included in the Company's consolidated financial statements and amounts pertaining to São Martinho's interest in SMA are reported as noncontrolling interests in subsidiaries.

The Company completed a significant portion of the construction of the new facility in 2012. The Company suspended construction of the facility in 2013 in order to focus on completing and operating the Company's smaller production facility in Brotas, Brazil. In February 2014, the Company entered into an amendment to the joint venture agreement with São Martinho which updated and documented certain preexisting business plan requirements related to the recommencement of construction at the joint venture operated plant and sets forth, among other things, (i) the extension of the deadline for the commencement of operations at the joint venture operated plant to no later than 18 months following the construction of the plant no later than March 31, 2017, and (ii) the extension of an option held by São Martinho to build a second large-scale farnesene production facility to no later than December 31, 2018 with the commencement of operations at such second facility to occur no later than April 1, 2019. On July 1, 2015 SMSA filed a material fact document with CVM (Securities Exchange Commission of Brazil) that announced that certain contractual targets undertaken by the Company have not been achieved, which affects the feasibility of the project. Therefore, SMSA decided not to approve continuing construction of the plant for the joint venture with Amyris Inc and its Brazilian subsidiary Amyris Brasil Ltda. In July 2015, the Company announced that it was in discussions with SMSA regarding the continuation of the joint venture. Specifically, the Company and SMSA agreed to continue the joint venture pending discussions through August 31, 2015 in order to evaluate the best investment options available to optimize returns and provide balanced economics for both parties. The Company now expects to enter into agreements in 2015 documenting a planned termination of the joint venture. Refer to Note 4 "Balance Sheet Components" for details of the impact of these developments on the quarter ended September 30, 2015.

Glycotech

In January 2011, the Company entered into a production service agreement (or the "Glycotech Agreement") with Glycotech, Inc. (or "Glycotech"), under which Glycotech provides process development and production services for the manufacturing of various Company products at its leased facility in Leland, North Carolina. The Company products manufactured by Glycotech are owned and distributed by the Company. Pursuant to the terms of the Glycotech Agreement, the Company is required to pay the manufacturing and operating costs of the Glycotech facility, which is dedicated solely to the manufacture of Amyris products. The initial term of the Glycotech Agreement was for a two year period commencing on February 1, 2011 and the Glycotech Agreement renews automatically for successive one-year terms, unless terminated by the Company. Concurrent with the Glycotech Agreement, the Company also entered into a Right of First Refusal Agreement with the lessor of the facility and site leased by Glycotech (or the "ROFR Agreement"). Per conditions of the ROFR Agreement, the lessor agreed not to sell the facility and site leased by Glycotech during the term of the Glycotech Agreement. In the event that the lessor is presented with an offer to sell or decides to sell an adjacent parcel, the Company has the right of first refusal to acquire it.

The Company has determined that the arrangement with Glycotech qualifies as a VIE. The Company determined that it is the primary beneficiary of this arrangement since it has the power through the management committee over which it has majority control to direct the activities that most significantly impact Glycotech's economic performance. In addition, the Company is required to fund 100% of Glycotech's actual operating costs for providing services each month while the facility is in operation under the Glycotech Agreement. Accordingly, the Company consolidates the financial results of Glycotech. As of September 30, 2015, the carrying amounts of Glycotech's assets and liabilities were not material to the Company's condensed consolidated financial statements.

The table below reflects the carrying amount of the assets and liabilities of the two consolidated VIEs for which the Company is the primary beneficiary. As of September 30, 2015, the assets include $6.4 million in property, plant and equipment, $1.5 million in other assets and $0.4 million in current assets. The liabilities include $0.3 million in accounts payable and accrued current liabilities and $0.1 million in loan obligations by Glycotech to its shareholders that are non-recourse to the Company. The creditors of each consolidated VIE have recourse only to the assets of that VIE.

(In thousands)	**September 30, 2015**	**December 31, 2014**
Assets*	$ 8,291	$ 22,812
Liabilities	$ 444	$ 290

*Net of impairment at September 30, 2015 of $7.3 million related to SMA assets (see Note 4 “Balance Sheet Components” for details).

The change in noncontrolling interest for the nine months ended September 30, 2015 and 2014, is summarized below (in thousands):

	September 30, 2015	**September 30, 2014**
Balance at January 1	$ 611	$ 584
Foreign currency translation adjustment	(393)	(37)
Income attributable to noncontrolling interest	78	91
Balance at September 30	$ 296	$ 638

8. Significant Agreements

Research and Development Activities

Total Collaboration Arrangement

In June 2010, the Company entered into a technology license, development, research and collaboration agreement (or the "Collaboration Agreement") with Total Gas & Power USA Biotech, Inc., an affiliate of Total. This agreement provided for joint collaboration on the development of products through the use of the Company's synthetic biology platform. In November 2011, the Company entered into an amendment of the Collaboration Agreement with respect to development and commercialization of Biofene for fuels. This represented an expansion of the initial collaboration with Total, and established a global, exclusive collaboration for the development of Biofene for fuels and a framework for the creation of a joint venture to manufacture and commercialize Biofene for diesel. In addition, a limited number of other potential products were subject to development by the joint venture on a non-exclusive basis.

In November 2011, the Company and Total entered into an amendment of the Collaboration Agreement (or the "Amendment"). The Amendment provided for an exclusive strategic collaboration for the development of renewable diesel products and contemplated that the parties would establish a joint venture (or the "JV") for the production and commercialization of such renewable diesel products on an exclusive, worldwide basis. In addition, the Amendment contemplated providing the JV with the right to produce and commercialize certain other chemical products on a non-exclusive basis. The amendment further provided that definitive agreements to form the JV had to be in place by March 31, 2012 or such other date as agreed to by the parties or the renewable diesel program, including any further collaboration payments by Total related to the renewable diesel program, would terminate. In the second quarter of 2012, the parties extended the deadline to June 30, 2012, and, through June 30, 2012, the parties were engaged in discussions regarding the structure of future payments related to the program, until the amendment was superseded by a further amendment in July 2012 (as further described below).

Pursuant to the Amendment, Total agreed to fund the following amounts: (i) the first $30.0 million in research and development costs related to the renewable diesel program incurred since August 1, 2011, which amount would be in addition to the $50.0 million in research and development funding contemplated by the Collaboration Agreement, and (ii) for any research and development costs incurred following the JV formation date that were not covered by the initial $30.0 million, an additional $10.0 million in 2012 and up to an additional $10.0 million in 2013, which amounts would be considered part of the $50.0 million contemplated by the Collaboration Agreement. In addition to these payments, Total further agreed to fund 50% of all remaining research and development costs for the renewable diesel program under the Amendment.

In July 2012, the Company entered into a further amendment of the Collaboration Agreement that expanded Total's investment in the Biofene collaboration, incorporated the development of certain JV products for use in diesel and jet fuel into the scope of the collaboration, and changed the structure of the funding from Total for the collaboration by establishing a convertible debt structure for the collaboration funding (see Note 5, "Debt"). In connection with such additional amendment Total and the Company also executed certain other related agreements. Under these agreements, (collectively referred to as the "July 2012 Agreements"), the parties would grant exclusive manufacturing and commercial licenses to the JV for the JV products (diesel and jet fuel from Biofene) when the JV was formed. The licenses to the JV were to be consistent with the principle that development, production and commercialization of the JV products in Brazil would remain with Amyris unless Total elected, after formation of the operational JV, to have such business contributed to the joint venture (see below for additional detail). Further, as part of the July 2012 Agreements, Total's royalty option contingency related to diesel was removed and the jet fuel collaboration was combined with the expanded Biofene collaboration. As a result, $46.5 million of payments previously received from Total that had been recorded as an advance from Total were no longer contingently repayable. Of this amount, $23.3 million was treated as a repayment by the Company and included as part of the senior unsecured convertible promissory note issued to Total in July 2012 and the remaining $23.2 million was recorded as a contract to perform research and development services, which was offset by the reduction of the capitalized deferred charge asset of $14.4 million resulting in the Company recording revenue from a related party of $8.9 million in 2012. See Note 5, "Debt" for details of the Exchange and Maturity Treament Agreements and Note 7," Joint Ventures and Noncontrolling Interest" for further details of the relationship with Total.

F&F Collaboration Partner Joint Development and License Agreement

In April 2013, the Company entered into a joint development and license agreement with a collaboration partner. Under the terms of the multi-year agreement, the collaboration partner and the Company will jointly develop certain fragrance ingredients. The collaboration partner will have exclusive rights to these fragrance ingredients for applications in the flavors and fragrances field, and the Company will have exclusive rights in other fields. The collaboration partner and the Company will share in the economic value derived from these ingredients. The joint development and license agreement provided for up to $6.0 million in funding based upon the achievement of certain technical milestones, which are considered substantive by the Company, during the first phase of the collaboration.

In February 2014, the Company entered into an amendment to the joint development and license agreement with the collaboration partner noted in the preceding paragraph to proceed with the second phase of the collaboration and the development of a certain fragrance ingredient.

The Company recognized collaboration revenue for the three and nine months ended September 30, 2015, of $0.8 million and $2.3 million, respectively, under this agreement. As of September 30, 2015 and 2014, zero was recorded in deferred revenue.

F&F Collaboration Partner Master Collaboration and Joint Development Agreement

In November 2010, the Company entered into a Master Collaboration and Joint Development Agreement with a collaboration partner. Under the agreement, the collaboration partner was to fund technical development at the Company to produce an ingredient for the flavors and fragrances market. The Company agreed to manufacture the ingredient and the collaboration partner would market it, and the parties would share in any resulting economic value. The agreement also grants exclusive worldwide flavors and fragrances commercialization rights to the collaboration partner for the ingredient. Under further agreements, the collaboration partner has an option to collaborate with the Company to develop additional ingredients. These agreements continue in effect until the later of the expiration or termination of the development agreements or the supply agreements. The Company is also eligible to receive potential total payments of $6.0 million upon the achievement of certain performance milestones towards which the Company will be required to make a contributory performance. The Company concluded that these milestone payments are substantive. All performance milestones under this agreement were achieved in 2013.

In March 2013, the Company entered into a Master Collaboration Agreement (or the "March 2013 Agreement") with the collaboration partner to establish a collaboration arrangement for the development and commercialization of multiple renewable flavors and fragrances compounds. Under this agreement, except for rights granted under preexisting collaboration relationships, the Company granted the collaboration partner exclusive access for such compounds to specified Company intellectual property for the development and commercialization of flavors and fragrances products in exchange for research and development funding and a profit sharing arrangement. The agreement superseded and expanded the prior collaboration agreement between the Company and the collaboration partner.

The agreement provided for annual, up-front funding to the Company by the collaboration partner of $10.0 million for each of the first three years of the collaboration. Payments of $10.0 million were received by the Company in each of March 2015, 2014 and 2013. The Company recognized collaboration revenues under the March 2013 Agreement with the collaboration partner of $2.5 million for each of the three months ended September 30, 2015 and 2014 and of $7.5 million and $7.5 million for the nine months ended September 30, 2015 and 2014, respectively. The agreement contemplated additional funding by the collaboration partner of up to $5.0 million under three potential milestone payments, as well as additional funding by the collaboration partner on a discretionary basis. Through September 2015, the Company achieved the second performance milestone under the Master Collaboration Agreement and recognized collaboration revenues of $1.0 million for the nine months ended September 30, 2015.

In addition, the March 2013 Agreement contemplated that the parties will mutually agree on a supply price for each compound and share product margins from sales of each compound on a 70/30 basis (70% for the collaboration partner) until the collaboration partner receives $15.0 million more than the Company in the aggregate, after which the parties will share 50/50 in the product margins on all compounds. The Company also agreed to pay a one-time success bonus of up to $2.5 million to the collaboration partner's for outperforming certain commercialization targets. The collaboration partner eligibility to receive the one-time success bonus commences upon the first sale of the collaboration partner's product. The March 2013 Agreement does not impose any specific research and development commitments on either party after year six, but if the parties mutually agree to perform development after year six, the agreement provides that the parties will fund it equally.

Under the March 2013 Agreement, the parties agreed to jointly select target compounds, subject to final approval of compound specifications by the collaboration partner. During the development phase, the Company would be required to provide labor, intellectual property and technology infrastructure and the collaboration partner would be required to contribute downstream polishing expertise and market access. The March 2013 Agreement provided that the Company would own research and development and strain engineering intellectual property, and the collaboration partner would own blending and, if applicable, chemical conversion intellectual property. Under certain circumstances such as the Company's insolvency, the collaboration partner would gain expanded access to the Company's intellectual property. Following development of flavors and fragrances compounds under the March 2013 Agreement, the March 2013 Agreement contemplated that the Company would manufacture the initial target molecules for the compounds and the collaboration partner will perform any required downstream polishing and distribution, sales and marketing.

In September 2014, the Company entered into a supply agreement with the collaboration partner to provide target compounds to make a certain finished ingredient and market and sell such finished ingredient and/or products to the flavors and fragrances market. The Company recognized $1.3 million revenues from product sales under this agreement for the three and nine months ended September 30, 2015.

Michelin and Braskem Collaboration Agreements

In September 2011, the Company entered into a collaboration agreement with Manufacture Francaise de Pnematiques Michelin (or “Michelin”). Under the terms of the September 2011 collaboration agreement, the Company and Michelin agreed to collaborate on the development, production and worldwide commercialization of isoprene or isoprenol, generally for tire applications, using the Company's technology. Under the agreement, Michelin made an upfront payment to the Company of $5.0 million.

In June 2014, the Company entered into a collaboration agreement with Braskem S.A. (or “Braskem”) and Michelin to collaborate to develop the technology to produce and possibly commercialize renewable isoprene. The term of the collaboration agreement commenced on June 30, 2014 and will continue, unless earlier terminated in accordance with the agreement, until the first to occur of (i) the date that is three years following the actual date on which a work plan is completed, which date is estimated to occur on or about December 30, 2020, or (ii) the date of the commencement of commissioning of a production plant for the production of renewable isoprene. The June 2014 collaboration agreement terminated and supersedes the September 2011 collaboration agreement with Michelin, and, as a result of the signing of the June 2014 collaboration agreement, the upfront payment by Michelin of $5.0 million is being rolled into the new collaboration agreement between Michelin, Braskem and the Company as Michelin's collaboration funding towards the research and development activities to be performed. As of December 31, 2014, the Company accrued a total contribution from Braskem to the collaboration of $4.0 million, of which $2.0 million was received in July 2014 and $2.0 million was received in January 2015.

The Company recognized collaboration revenues of zero for the three months ended September 30, 2015 and $1.9 million for the nine months ended September 30, 2015 under this agreement. As of September 30, 2015, $6.3 million of deferred revenues was recorded in the condensed consolidated balance sheet related to these agreements.

Kuraray Collaboration Agreement and Securities Purchase Agreement

In March 2014, the Company entered into the Second Amended and Restated Collaboration Agreement with Kuraray Co., Ltd (or "Kuraray") in order to extend the term of the original agreement dated July 21, 2011 for an additional two years and add additional fields and products to the scope of development. In consideration for the Company's agreement to extend the term of the original collaboration agreement and add additional fields and products, Kuraray agreed to pay the Company $4.0 million in two equal installments of $2.0 million. The first installment was paid on April 30, 2014 and the second installment was due on April 30, 2015. In connection with the collaboration agreement, Kuraray signed a Securities Purchase Agreement in March 2014 to purchase 943,396 shares of the Company's common stock at a price per share of $4.24 per share. The Company issued 943,396 shares of its common stock at a price per share of $4.24 in April 2014 for aggregate cash proceeds of $4.0 million. In March 2015, the Company entered into the First Amendment to the Second Amended and Restated Collaboration Agreement with Kuraray Co., Ltd (or Kuraray) to extend the term of the original agreement until December 31, 2016 and accelerated payment to the Company of the second installment of $2.0 million to March 31, 2015.

The Company recognized collaboration revenues of $0.3 million for the three months ended September 30, 2015 and $1.2 million for the nine months ended September 30, 2015 under this agreement.

DARPA

In September 2015, the Company entered into a Technology Investment Agreement (the "Agreement") with The Defense Advanced Research Projects Agency ("DARPA"), under which the Company, with the assistance of five specialized subcontractors, will work to create new research and development tools and technologies for strain engineering and scale-up activities. The program that is the subject of the Agreement is scheduled to commence on November 1, 2015 and will be performed and funded on a milestone basis, where DARPA, upon the Company's successful completion of each milestone event in the Agreement, pays the Company the amount in the Agreement corresponding to such milestone event. Under the Agreement, the Company and its subcontractors could collectively receive DARPA funding of up to $35.0 million over the program's four year term if all of the program's milestones are achieved. In conjunction with DARPA's funding, the Company and its subcontractors are obligated to collectively contribute approximately $15.5 million toward the program over its four year term (primarily by providing specified labor and/or purchasing certain equipment). The Company can elect to retain title to the patentable inventions it produces in the program, but DARPA receives certain data rights as well as a government purposes license to certain of such inventions. Either party may, upon written notice and subject to certain consultation obligations, terminate the Agreement upon a reasonable determination that the program will not produce beneficial results commensurate with the expenditure of resources.

Financing Agreements

Nomis Bay Ltd. Common Stock Purchase Agreement

In February 2015, the Company entered into a Common Stock Purchase Agreement (or the "Common Stock Purchase Agreement") and a Registration Rights Agreement (or the "Registration Rights Agreement") with Nomis Bay Ltd. (or "Nomis Bay") under which the Company may from time to time sell up to $50.0 million of its common stock to Nomis Bay over a 24-month period. In connection with such Common Stock Purchase Agreement and Registration Rights Agreement, the Company also entered into a Placement Agent Letter Agreement (or the "Placement Agent Agreement") with Financial West Group (or "FWG", the Common Stock Purchase Agreement, the Registration Rights Agreement and the Placement Agent Agreement are collectively referred to as the "Committed Equity Facility Agreements"). The equity commitment arrangement entered into under the Committed Equity Facility Agreements is sometimes referred to as a committed equity line financing facility. Subject to customary covenants and conditions, from time to time over the 24-month term, and in the Company's sole discretion, the Company may present Nomis Bay with up to 24 draw down notices requiring Nomis Bay to purchase a specified dollar amount of shares of the Company's common stock, based on the volume weighted average price of our common stock over 10 consecutive trading days prior to the date the Company delivers a draw down notice (or the "10-Day VWAP"). The per share purchase price for these shares equals the daily volume weighted average price of the Company's common stock on each date during the 10 consecutive trading days following delivery of the draw down notice (or a "Draw Down Period") on which shares are purchased, less a discount ranging from 3.0% to 6.25%, which discount is based on the 10-Day VWAP. The maximum amount of shares that may be sold in any Draw Down Period ranges from shares having aggregate purchase prices of $325,000 to $3,250,000, based on the 10-Day VWAP. Alternatively, in the Company's sole discretion, but subject to certain limitations, the Company may require Nomis Bay to purchase a percentage of the daily trading volume of the Company's common stock for each trading day during the Draw Down Period. The Company will not sell under the Common Stock Purchase Agreement a number of shares of voting common stock which, when aggregated with all other shares of voting common stock then beneficially owned by Nomis Bay and its affiliates, would result in the beneficial ownership by Nomis Bay or any of its affiliates of more than 9.9% of the then issued and outstanding shares of common stock.

Under the Committed Equity Facility Agreements, the Company agreed to pay up to $35,000 of Nomis Bay's legal fees and expenses. The Company also agreed to pay Nomis Bay a commitment fee of $0.1 million which was paid at the signing of the Purchase Agreement, and $0.3 million paid in May 2015. The issuance of the shares of common stock to Nomis Bay would be exempt from registration under the Securities Act pursuant to the exemption for transactions by an issuer not involving a public offering. The Company agreed to indemnify Nomis Bay and its affiliates for losses related to a breach of the representations and warranties by the Company under the Committed Equity Facility Agreements and the other transaction documents, or any action instituted against Nomis Bay or its affiliates due to the transactions contemplated by the Committed Equity Facility Agreements or other transaction documents, subject to certain limitations.

Under the Registration Rights Agreement, the Company granted to Nomis Bay certain registration rights related to the shares issuable in accordance with the Common Stock Purchase Agreement and agreed to use its commercially reasonable efforts to prepare and file with the SEC one or more registration statements for the purpose of registering the resale of the maximum shares of common stock issuable pursuant to the Common Stock Purchase Agreement.

Under the Placement Agent Agreement, the Company agreed to pay Financial West Group ("FWG") a fee not to exceed $15,000 in the aggregate for FWG's reasonable attorney's fees and expenses incurred in connection with the transaction**.**

Naxyris Securities Purchase Agreement

In March, 2015, the Company entered into a Securities Purchase Agreement (or the "Naxyris SPA") for the sale of up to $10.0 million in principal amount of an unsecured convertible note of the Company (or the "Naxyris Note") to Naxyris, S.A. (or "Naxyris"), an existing holder of more than 5% of the Company's outstanding common stock as of September 30, 2015. Naxyris is an affiliate of Carole Piwnica, a member of the Company's Board of Directors (or the "Board") who was designated by Naxyris to serve on the Board under a February 2012 letter agreement among the Company, Naxyris and certain other investors in the Company. The Naxyris SPA contemplated that the Naxyris Note may be issued in one closing to occur at the option of the Company at any time prior to the earlier of March 31, 2016 or the Company completing a new financing (or series of financings) of equity, debt or similar instruments in the amount of at least $10.0 million in the aggregate (excluding amounts that may be raised under existing commitments and agreements in existence as of March 30, 2015), following the satisfaction of certain closing conditions, including the receipt of certain third party consents, and required that the Company pay a commitment availability fee of $0.2 million to Naxyris on April 1, 2015. The agreement expired in July 2015 following the Company's private placement of shares of its common stock, as described below.

Private Offering

In July 2015, the Company sold and issued 16,025,642 shares of the Company's Common Stock, $0.0001 par value per share (the " Common Stock "), at a price per share of $1.56, under a Securities Purchase Agreement, dated as of July 24, 2015 (the "SPA"), by and among the Company, Foris Ventures, LLC, Wolverine Flagship Fund Trading Limited, Nomis Bay Ltd., Total, Connective Capital I Master Fund, LTD, Connective Capital Emerging Energy QP, LP and Naxyris SA (collectively, the " Purchasers "). Pursuant to the SPA, the Company agreed to grant to each of the Purchasers a Private Offering Warrant with a term of five years exercisable at an exercise price of $0.01 per share for the purchase of a number of shares of the Company's common stock equal to 10% of the shares purchased by such investor. The exercisability of the Private Offering Warrants was subject to stockholder approval, which was obtained on September 17, 2015.

Second Hercules Amendment

In March 2015, the Company and Hercules entered into the Second Hercules Amendment. Pursuant to the Second Hercules Amendment, the parties agreed to, among other things, establish an additional credit facility in the principal amount of up to $15.0 million, which would be available to be drawn by the Company at its sole election (in increments of $5.0 million) through the earlier of March 31, 2016 or such time as the Company raises an aggregate of at least $20.0 million through the sale of new equity securities, subject to certain conditions, including the receipt of third party consents and a requirement to first make certain draw-downs under an equity line of credit that the Company previously secured (to the extent the Company is permitted to do so under the terms thereof) The additional credit facility expired in July 2015 following the Company's private placement of shares of its common stock, as described above.

9. Goodwill and Intangible Assets

The following table presents the components of the Company's intangible assets (in thousands):

		September 30, 2015			December 31, 2014		
	Useful Life in Years	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization/ Impairment	Net Carrying Value
In-process research and development	Indefinite	$ 8,560	$ 3,035	$ 5,525	$ 8,560	$ (3,035)	$ 5,525
Acquired licenses and permits	2	772	(772)	—	772	(772)	—
Goodwill	Indefinite	560	—	560	560	—	560
		$ 9,892	$ (3,807)	$ 6,085	$ 9,892	$ (3,807)	$ 6,085

The intangible assets acquired through the acquisition of Draths Corporation in October 2011 of in-process research and development (or "IPR&D") of $8.6 million are treated as indefinite lived intangible assets until completion or abandonment of the projects, at which time the assets will be amortized over the remaining useful life or written-off, as appropriate. If the carrying amount of the assets is greater than the measures of fair value, impairment is considered to have occurred and a write-down of the asset is recorded. Any finding that the value of its intangible assets has been impaired would require the Company to write-down the impaired portion, which could reduce the value of its assets and reduce (increase) its net income (loss) for the period in which the related impairment charges occur. During the fourth quarter of 2014, the Company updated its ongoing analysis of the technical and commercial viability of the IPR&D. The complex scientific and significant funding requirements of certain potential products, caused the Company to re-focus its research and development efforts on a narrower range of potential products. As a result of the change in strategy, the forecast discounted future cash flows of the IPR&D were updated, resulting in an impairment to the value of the IP&D assets for the year ended December 31, 2014 of $3.0 million.

Acquired licenses and permits are amortized using a straight-line method over their estimated useful life. Amortization expense for these intangibles was zero for the nine months ended September 30, 2015 and 2014. As of September 30, 2015, acquired licenses and permits were fully amortized.

The Company has a single reportable segment (see Note 15, "Reporting Segments" for further details). Consequently, all of the Company's goodwill is attributable to the single reportable segment.

10. Stockholders' Deficit

Common Stock Warrants

In December 2011, in connection with a capital lease agreement, the Company issued warrants to purchase 21,087 shares of the Company's common stock at an exercise price of $10.67 per share. The Company estimated the fair value of these warrants as of the issuance date to be $0.2 million and recorded these warrants as other assets, amortizing them subsequently over the term of the lease. The fair value was based on the contractual term of the warrants of 10 years, risk free interest rate of 2%, expected volatility of 86% and zero expected dividend yield. These warrants remain unexercised and outstanding as of September 30, 2015.

In October 2013, in connection with the issuance of the Tranche I Notes (see Note 5, "Debt"), the Company issued to Temasek contingently exercisable warrants to purchase 1,000,000 shares of the Company's common stock at an exercise price of $0.01 per share. The Company estimated the fair value of these warrants as of the issuance date at $1.3 million and recorded these warrants as debt issuance cost to be amortized over the term of the note. The fair-value was calculated using a Monte Carlo simulation valuation model based on the contractual term of the warrants of 3.4 years, risk free interest rate of 0.77%, expected volatility of 45% and zero expected dividend yield. These warrants have been exercised as of September 30, 2015 and $2.6 million for the quarter ended September 30, 2015.

The Temasek Exchange Warrant and Total Funding Warrant issued under the Exchange Agreement were recognized in equity at fair value on July 29, 2015. The fair value was calculated using a Black-Scholes valuation model based on the contractual term of the warrants, risk free interest rate of 2%, expected volatility of 74% and zero expected dividend yield. See Note 5, "Debt," for further details.

Each of these warrants includes a cashless exercise provision which permits the holder of the warrant to elect to exercise the warrant without paying the cash exercise price, and receive a number of shares determined by multiplying (i) the number of shares for which the warrant is being exercised by (ii) the difference between the fair market value of the stock on the date of exercise and the warrant exercise price, and dividing such by (iii) the fair market value of the stock on the date of exercise. During the nine months ended September 30, 2015 and 2014, no warrants were exercised through the cashless exercise provision.

As of September 30, 2015 and 2014, the Company had 50,699,368 and 1,021,087, respectively, of unexercised common stock warrants.

11. Stock-Based Compensation

The Company's stock option activity and related information for the nine months ended September 30, 2015 was as follows:

	Number Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding - December 31, 2014	10,539,978	$ 6.10	7.22	$ 50
Options granted	2,582,353	$ 1.98	—	—
Options exercised	(10,750)	$ 1.41	—	—
Options cancelled	(1,803,902)	$ 5.06	—	—
Outstanding - September 30, 2015	11,307,679	$ 5.33	7.16	$ 283
Vested and expected to vest after September 30, 2015	10,603,529	$ 5.52	7.04	$ 245
Exercisable at September 30, 2015	6,075,541	$ 7.53	5.77	$ 40

The aggregate intrinsic value of options exercised under all option plans was $0.0 million and $0.1 million for the three months ended September 30, 2015 and 2014, respectively, and was $0.0 million and $0.6 million for the nine months ended September 30, 2015 and 2014, respectively, determined as of the date of option exercise.

The Company's restricted stock units (or "RSUs") and restricted stock activity and related information for the nine months ended September 30, 2015 was as follows:

	RSUs	Weighted-Average Grant-Date Fair Value	Weighted Average Remaining Contractual Life (Years)
Outstanding - December 31, 2014	1,975,503	$ 3.59	0.93
Awarded	2,767,355	$ 1.92	—
Vested	(929,322)	$ 3.19	—
Forfeited	(255,293)	$ 2.95	—
Outstanding - September 30, 2015	3,558,243	$ 2.63	1.54
Expected to vest after September 30, 2015	3,029,826	$ 2.63	1.42

The following table summarizes information about stock options outstanding as of September 30, 2015:

	Options Outstanding			Options Exercisable	
Exercise Price	Number of Options	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price	Number of Options	Weighted-Average Exercise Price
$0.10—$1.80	687,093	8.74	$ 1.70	68,093	$ 1.43
$1.96—$1.96	1,412,533	9.62	$ 1.96	—	$ —
$1.98—$2.73	1,200,797	7.72	$ 2.53	478,181	$ 2.66
$2.75—$2.87	1,299,025	7.55	$ 2.83	800,584	$ 2.83
$2.89—$3.44	1,031,420	7.45	$ 3.11	613,405	$ 3.10
$3.51—$3.51	2,027,865	8.28	$ 3.51	738,773	$ 3.51
$3.55—$3.93	1,515,548	5.16	$ 3.87	1,302,162	$ 3.88
$4.06—$16.00	1,164,094	4.34	$ 9.17	1,131,706	$ 9.27
$16.50—$26.84	909,304	5.13	$ 23.04	882,637	$ 22.93
$30.17—$30.17	60,000	5.45	$ 30.17	60,000	$ 30.17
$0.10—$30.17	11,307,679	7.16	$ 5.33	6,075,541	$ 7.53

Stock-Based Compensation Expense

Stock-based compensation expense related to options and restricted stock units granted to employees and nonemployees was allocated to research and development expense and sales, general and administrative expense as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Research and development	$ 530	$ 915	$ 1,776	$ 2,622
Sales, general and administrative	1,726	2,657	5,188	8,147
Total stock-based compensation expense	$ 2,256	$ 3,572	$ 6,964	$ 10,769

As of September 30, 2015, there was unrecognized compensation expense of $7.8 million related to stock options, and the Company expects to recognize this expense over a weighted average period of 2.78 years. As of September 30, 2015, there was unrecognized compensation expense of $5.6 million related to RSUs, and the Company expects to recognize this expense over a weighted average period of 2.60 years.

Stock-based compensation expense for RSUs is measured based on the closing fair market value of the Company's common stock on the date of grant. Stock-based compensation expense for stock options and employee stock purchase plan rights is estimated at the grant date and offering date, respectively, based on the fair-value using the Black-Scholes option pricing model. The fair value of employee stock options is being amortized on a straight-line basis over the requisite service period of the awards. The fair value of employee stock options was estimated using the following weighted-average assumptions:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Expected dividend yield	—%	—%	—%	—%
Risk-free interest rate	2%	2%	2%	2%
Expected term (in years)	6.03	6.06	6.00	6.09
Expected volatility	74%	74%	74%	75%

Expected Dividend Yield—The Company has never paid dividends and does not expect to pay dividends.

Risk-Free Interest Rate—The risk-free interest rate was based on the market yield currently available on United States Treasury securities with maturities approximately equal to the option's expected term.

Expected Term—Expected term represents the period that the Company's stock-based awards are expected to be outstanding. The Company's assumptions about the expected term have been based on that of companies that have similar industry, life cycle, revenue, and market capitalization and the historical data on employee exercises.

Expected Volatility—The expected volatility is based on a combination of historical volatility for the Company's stock and the historical stock volatilities of several of the Company's publicly listed comparable companies over a period equal to the expected terms of the options, as the Company does not have a long trading history.

Forfeiture Rate—The Company estimates its forfeiture rate based on an analysis of its actual forfeitures and will continue to evaluate the adequacy of the forfeiture rate based on actual forfeiture experience, analysis of employee turnover behavior, and other factors. The impact from a forfeiture rate adjustment will be recognized in full in the period of adjustment, and if the actual number of future forfeitures differs from that estimated by the Company, the Company may be required to record adjustments to stock-based compensation expense in future periods.

Each of the inputs discussed above is subjective and generally requires significant management and director judgment.

12. Employee Benefit Plan

The Company established a 401(k) Plan to provide tax deferred salary deductions for all eligible employees. Participants may make voluntary contributions to the 401(k) Plan up to 90% of their eligible compensation, limited by certain Internal Revenue Service (or the "IRS") restrictions. Effective January 2014, the Company implemented a discretionary employer match plan whereby the Company will match employee contributions up to the IRS limit or 90% of compensation, with a minimum one year of service required for vesting. The total matching amount for the three and nine months ended September 30, 2015 was $0.1 million and $0.4 million, respectively.

13. Related Party Transactions

Related Party Financings

See the *Naxyris Securities Purchase Agreement* of Note 8 "*Significant Agreements*" for a description of transaction with Naxyris, a related party of the Company.

As of September 30, 2015 and December 31, 2014, convertible notes with related parties were outstanding in aggregate principal amount of $42.4 million and $115.2 million, respectively, net of debt discount of $1.7 million and $53.8 million, respectively. The Company recorded a loss from extinguishment of debt from the settlement, exchange and cancellation of related party convertible notes of $5.9 million and zero for each of three months ended September 30, 2015 and 2014, and, $5.9 million and $10.5 million for the nine months ended September 30, 2015 and 2014, respectively.

The fair value of the derivative liability related to the related party convertible notes as of September 30, 2015 and December 31, 2014 was $35.6 million and $39.8 million, respectively. The Company recognized a loss from change in fair value of the derivative instruments of $12.4 million and $3.1 million for the three months ended September 30, 2015 and 2014, respectively, and a loss from change in fair value of the derivative instruments of $0.7 million for the nine months ended September 30, 2015 and a gain from change in fair value of the derivative instruments of $68.2 million for the nine months ended September 30, 2014, respectively, related to these derivative liabilities (see Note 3, "Fair Value of Financial Instruments").

In July, 2015, the Company sold and issued 16,025,642 shares of the Company's Common Stock, $0.0001 par value per share (the " Common Stock "), at a price per share of $1.56, under a Securities Purchase Agreement, dated as of July 24, 2015 (the "SPA") for a total of $25.0 million. Pursuant to the SPA, the Company agreed to grant to each of the Purchasers a Private Offering Warrant with a term of five years exercisable at an exercise price of $0.01 per share for the purchase of a number of shares of the Company's common stock equal to 10% of the shares purchased by such investor. Among the investors of the SPA were Total Energies Nouvelles Activites, Foris Ventures, LLC, and Naxyris SA, all related parties to the Company. The related parties purchased 13,141,029 shares or $20.5 million of the SPA.

Refer to Note 5, "Debt", for details of the related party transactions under the Exchange and Maturity Treatment agreements.

See Note 18, "Subsequent Events," for information regarding changes since September 30, 2015 to certain related party convertible notes.

Related Party Revenues

The Company recognized related party revenues from product sales to Total of $2,000 and $0.2 million for the three months ended September 30, 2015 and 2014, respectively, and $2,000 and $0.3 million for the nine months ended September 30, 2015 and 2014, respectively. Related party accounts receivable from Total as of September 30, 2015 and December 31, 2014, were both $0.3 million, which is related to a sale of jet fuel.

Transactions with affiliate, Novvi LLC

See Note 7, "Joint Ventures and Noncontrolling Interest" for details of the Company's loans to its affiliate, Novvi LLC. Related party accounts receivable from Novvi as of September 30, 2015 and December 31, 2014 was $0.3 million and $0.1 million, respectively, which was related to operating expenses and rent.

Joint Venture with Total

In November 2013, the Company and Total formed JVCO and, in July 2015, the Company entered into a letter agreement with Total regarding the restructuring of ownership and rights of Total Amyris BioSolutions B.V., the jointly owned entity formed in November 2013 to house the joint venture, both as discussed above under Note 7, "Joint Venture and Noncontrolling Interests."

Pilot Plant Agreements

In May 2014, the Company received the final consents necessary for the Pilot Plant Services Agreement (or "Pilot Plant Services Agreement") and a Sublease Agreement (or the "Sublease Agreement"), each dated as of April 4, 2014 (collectively the "Pilot Plant Agreements"), between the Company and Total. The Pilot Plant Agreements generally have a term of five years. Under the terms of the Pilot Plant Services Agreement, the Company will provide certain fermentation and downstream separations scale-up services and training to Total and will receive an aggregate annual fee payable by Total for all services in the amount of up to approximately $0.9 million. Under the Sublease Agreement, the Company will receive an annual base rent payable by Total of approximately $0.1 million. In July 2015, the Company and Total entered into an amendment to the Pilot Plan Agreement (the "Pilot Plant Amendment") whereby the parties agreed to restructure Total's payment obligations under the Pilot Plant Agreement. Under the Pilot Plant Amendment, in connection with the restructuring of TAB discussed above, the Company agreed to waive a portion of the annual fees up to approximately $2.0 million over the term of the Pilot Plant Agreement. The Company expects to complete the Pilot Plant Amendment before the end of 2015.

As of September 30, 2015, the Company had received $1.7 million in cash under the Pilot Plant Agreements from Total. In connection with these arrangements, sublease payments and service fees of $0.3 million and $0.8 million were offset against cost and operating expenses for the three and nine months ended September 30, 2015, respectively. As of September 30, 2015, $0.2 million of cash received under the Pilot Plant Agreements from Total was recorded as "Accrued and other current liabilities" on the condensed consolidated balance sheet.

14. Income Taxes

The Company recorded a provision for income taxes for the three months ended September 30, 2015 and 2014 of $0.1 million and $0.1 million, respectively and for the nine months ended September 30, 2015 and 2014 of $0.4 million and $0.4 million, respectively. The provision for income taxes for the nine months ended September 30, 2015 and 2014 consisted of an accrual of Brazilian withholding tax on intercompany interest liability. Other than the above mentioned provision for income tax, no additional provision for income taxes has been made, net of the valuation allowance, due to cumulative losses since the commencement of operations.

On December 15, 2011, the IRS completed its audit of the Company for tax year 2008 which concluded that there were no adjustments resulting from the audit. While the statutes are closed for tax year 2008, the US federal tax carryforwards (net operating losses and tax credits) may be adjusted by the IRS in the year in which the carryforward is utilized.

15. Reporting Segments

The chief operating decision maker for the Company is the chief executive officer. The chief executive officer reviews financial information presented on a consolidated basis, accompanied by information about revenue by geographic region, for purposes of allocating resources and evaluating financial performance. The Company has one business activity comprised of research and development and sales of fuels and farnesene-derived products and there are no segment managers who are held accountable for operations, operating results or plans for levels or components below the consolidated unit level. Accordingly, the Company has determined that it has a single reportable segment and operating segment structure.

Revenues by geography are based on the location of the customer. The following tables set forth revenue and long-lived assets by geographic area (in thousands):

Revenues

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
United States	$ 6,177	$ 10,189	$ 15,550	$ 14,977
Brazil	964	1,933	3,850	3,983
Europe	459	2,836	2,138	9,174
Asia	991	1,383	2,769	3,555
Total	$ 8,591	$ 16,341	$ 24,307	$ 31,689

Long-Lived Assets (Property, Plant and Equipment)

	September 30, 2015	December 31, 2014
United States	$ 39,417	$ 44,418
Brazil	42,206	74,197
Europe	318	365
Total	$ 81,941	$ 118,980

16. Comprehensive Income (Loss)

Comprehensive income (loss) represents all changes in stockholders' deficit except those resulting from investments or contributions by stockholders. The Company's foreign currency translation adjustments represent the components of comprehensive income (loss) excluded from the Company's net loss and have been disclosed in the condensed consolidated statements of comprehensive loss for all periods presented.

The components of accumulated other comprehensive loss are as follows (in thousands):

	September 30, 2015	December 31, 2014
Foreign currency translation adjustment, net of tax	$ (48,932)	$ (29,977)
Total accumulated other comprehensive loss	$ (48,932)	$ (29,977)

17. Net Loss Attributable to Common Stockholders and Net Loss per Share

The Company computes net loss per share in accordance with ASC 260, "Earnings per Share." Basic net loss per share of common stock is computed by dividing the Company's net loss attributable to Amyris, Inc. common stockholders by the weighted average number of shares of common stock outstanding during the period. Diluted net loss per share of common stock is computed by giving effect to all potentially dilutive securities, including stock options, restricted stock units, common stock warrants, convertible promissory notes using the treasury stock method or the as converted method, as applicable. For the three and nine months ended September 30, 2015, basic net loss per share was the same as diluted net loss per share because the inclusion of all potentially dilutive securities outstanding was anti-dilutive. As such, the numerator and the denominator used in computing both basic and diluted net loss was the same for those periods.

The following table presents the calculation of basic and diluted net loss per share of common stock attributable to Amyris, Inc. common stockholders (in thousands, except share and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Numerator:				
Net loss attributable to Amyris, Inc. common stockholders	$ (76,664)	$ (36,641)	$ (176,034)	$ (55,735)
Interest on convertible debt	—	—	—	4,835
Accretion of debt discount	—	—	—	3,856
Gain from change in fair value of derivative instruments	—	—	—	(57,580)
Net loss attributable to Amyris, Inc. common stockholders after assumed conversion	$ (76,664)	$ (36,641)	$ (176,034)	$ (104,624)
Denominator:				
Weighted average shares of common stock outstanding for basic EPS	140,374,297	78,980,402	100,103,007	78,146,365
Basic loss per share	$ (0.55)	$ (0.46)	$ (1.76)	$ (0.71)
Weighted average shares of common stock outstanding	140,374,297	78,980,402	100,103,007	78,146,365
Effect of dilutive securities:				
Convertible promissory notes	0	—	—	32,968,436
Weighted common stock equivalents	0	—	—	32,968,436
Diluted weighted-average common shares	140,374,297	78,980,402	100,103,007	111,114,801
Diluted loss per share	$ (0.55)	$ (0.46)	$ (1.76)	$ (0.94)

The following outstanding shares of potentially dilutive securities were excluded from the computation of diluted net loss per share of common stock because including them would have been anti-dilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Period-end stock options to purchase common stock	11,307,679	10,340,375	11,307,679	10,340,375
Convertible promissory notes	43,451,433	72,367,114	43,451,433	39,283,005
Period-end common stock subject to repurchase	—	—	—	—
Period-end common stock warrants	2,901,926	1,021,087	2,901,926	1,021,087
Period-end restricted stock units	3,558,243	2,090,252	3,558,243	2,090,252
Total	61,219,281	85,818,828	61,219,281	52,734,719

18. Subsequent Events

Convertible Senior Notes

On October 20, 2015, the Company sold and issued $57.6 million aggregate principal amount of the Company's 9.50% Convertible Senior Notes due 2019 in a private placement.

The notes pay interest semi-annually at a rate of 9.50% per annum and mature on April 15, 2019, unless earlier converted or repurchased. Interest is payable, at the Company's election, entirely in cash or entirely in shares of common stock. The notes have an initial conversion rate, subject to adjustment, of 443.6557 shares of the Company's common stock per $1,000 principal amount of the notes, representing a conversion price of approximately $2.25 per share of the Company's common stock.

The notes are convertible at any time until the close of business on the scheduled trading day immediately preceding the maturity date. Upon conversion, the notes will be settled in shares of the Company's common stock. With respect to any conversion on or after the earlier of (i) the date that a registration statement covering the resale of common stock issuable upon conversion of the notes, in connection with an early conversion payment or as interest payments on the notes, is effective or (ii) April 15, 2016, in addition to the shares deliverable upon conversion, holders will be entitled to receive a payment equal to the present value of the remaining scheduled payments of interest that would have been made on the notes being converted from the date of conversion (or, in the case of conversion between a record date and the following interest payment date, from such interest payment date) until the earlier of the date that is three years after the date the Company receives such notice of conversion or maturity.

The net proceeds from the offering after offering expenses were $54.4 million. The Company expects to use the net proceeds from the offering of the notes for general corporate purposes, which may include the development of the Company's sales and marketing infrastructure, as well as other strategic transactions and acquisitions. In addition, the Company used approximately $18.3 million of the proceeds of the offering to repurchase $22.9 million aggregate principal amount of the Company's outstanding 6.50% Convertible Senior Notes due 2019 and approximately $8.8 million to repurchase $9.7 million aggregate principal amount of the Company's outstanding 3% Convertible Senior Notes due 2017, in each case held by purchasers of notes participating in the offering.

Hercules Loan Facility

The Company’s loan facility with Hercules requires the Company to maintain unrestricted, unencumbered cash in U.S. bank accounts an amount equal to at least 50% of the principal amount outstanding under such facility. The Company received a waiver from Hercules with respect to non-compliance with such covenants. As of the date of issuance of this report, the Company is in compliance with all its Hercules debt agreements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and the related notes that appear elsewhere in this Form 10-Q. These discussions contain forward-looking statements reflecting our current expectations that involve risks and uncertainties which are subject to safe harbors under the Securities Act of 1933, as amended, or the Securities Act, and the Securities Exchange Act of 1934, as amended, or the Exchange Act. These forward looking statements include, but are not limited to, statements concerning our strategy of achieving a significant reduction in net cash outflows in 2015, future production capacity and other aspects of our future operations, ability to improve our production efficiencies, future financial position, future revenues, projected costs, expectations regarding demand and acceptance for our technologies, growth opportunities and trends in the market in which we operate, prospects and plans and objectives of management. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward looking statements. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation, the risks set forth in Part II, Item 1A, "Risk Factors," in this Quarterly Report on Form 10-Q and in our other filings with the Securities and Exchange Commission. We do not assume any obligation to update any forward-looking statements.

Trademarks

Amyris, the Amyris logo, Biofene, Biossance, Dial-A-Blend, Diesel de Cana, Evoshield, µPharm, Muck Daddy, Myralene, Neossance, Beauty is in our biology, No Compromise, and You Muck Up. We Clean Up. are trademarks, service marks, registered trademarks or registered service marks of Amyris, Inc. This report also contains trademarks and trade names of other business that are the property of their respective holders

Overview

Amyris, Inc. (referred to as the "Company," "Amyris," "we," "us," or "our") is a renewable products company focused on providing sustainable alternatives to a broad range of petroleum-sourced products. We developed innovative microbial engineering and screening technologies that modify the way microorganisms process sugars. We are using our proprietary industrial bioscience technology to design microbes, primarily yeast, and use them as living factories in established fermentation processes to convert plant-sourced sugars into renewable hydrocarbons. We are developing, and, in some cases, already commercializing, products from these hydrocarbons in several target industry sectors, including cosmetics, lubricants, flavors and fragrances, performance materials, and transportation fuels. We call these No Compromise products because we design them to perform comparably to or better than currently available products.

We have been applying our industrial bioscience technology platform to provide alternatives to a broad range of petroleum-sourced products. We have focused our development efforts on the production of Biofene, our brand of renewable farnesene, a long-chain, branched liquid hydrocarbon molecule. Using Biofene as a first commercial building block molecule, we are developing a wide range of renewable products for our target markets.

While our platform is able to utilize a wide variety of feedstocks, we are focusing our large-scale production plans primarily on the use of Brazilian sugarcane as our feedstock because of its abundance, low cost and relative price stability. We have also been able to produce Biofene through the use of other feedstocks such as sugar beets, corn dextrose, sweet sorghum and cellulosic sugars.

Our first purpose-built, large-scale Biofene production plant commenced operations in southeastern Brazil in December 2012. This plant is located in Brotas, in the state of São Paulo, Brazil, and is adjacent to an existing sugar and ethanol mill.

Our business strategy is focused on our commercialization efforts of specialty products while moving commodity products, including our fuels and base oil lubricants products, into joint venture arrangements with established industry leaders. We believe this approach will permit access to the capital and resources necessary to support large-scale production and global distribution for our products. Our initial renewable products efforts have been focused on cosmetics, niche fuel opportunities, fragrance oils, and performance materials sector.

Relationship with Total

In July 2012 and December 2013, we entered into a series of agreements to establish a research and development program and form a joint venture with Total Energies Nouvelles Activités USA (formerly known as Total Gas & Power USA, SAS, and referred to as "Total") to produce and commercialize Biofene-based diesel and jet fuels, and successfully formed such joint venture in December 2013 (or the "July 2012 Agreements"). With an exception for our fuels business in Brazil, the collaboration and joint venture established the exclusive means for us to develop, produce and commercialize fuels from Biofene. We granted the joint venture exclusive licenses under certain of our intellectual property to make and sell joint venture products. We also granted the joint venture, in the event of a buy-out of our interest in the joint venture by Total (which Total is entitled to do under certain circumstances described below), a non-exclusive license to optimize or engineer yeast strains used by us to produce farnesene for the joint venture's diesel and jet fuels. As a result of these licenses, Amyris generally no longer has an independent right to make or sell Biofene fuels outside of Brazil without the approval of Total.

Our agreements with Total relating to our fuels collaboration created a convertible debt financing structure for funding the research and development program. The collaboration agreements contemplated approximately $105.0 million in financing for the collaboration, which as of January 2015, had been completely funded by Total.

In July, 2015, we entered into a Letter Agreement with Total (the "JVCO Letter Agreement") regarding the restructuring of ownership and rights of Total Amyris BioSolutions B.V., a jointly owned entity incorporated in November, 2013 to house the JV ("TAB"), pursuant to which the parties agreed to enter into an Amended and Restated Shareholders' Agreement among us, Total and TAB, a Deed of Amendment of Articles of Association of TAB, an Amended & Restated Jet Fuel License Agreement among us and TAB, and a License Agreement regarding Diesel Fuel in the EU between us and Total, all in order to reflect certain changes to the structure of TAB and license grants and related rights pertaining to TAB (together, with the Pilot Plant Agreement Amendment, collectively, the "Commercial Agreements"). The parties continue to finalize the terms of the Commercial Agreements related to TAB and expect to complete the transaction before the end of 2015.

Under the Commercial Agreements relating to TAB, we will grant exclusive (excluding its Brazil jet fuels business), world-wide, royalty-free rights to TAB for commercialization of farnesene- or farnesane-based jet fuel, and the parties agreed that, if TAB wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. TAB would also have an option until March 1, 2018 to purchase the assets of the jet portion of the Company's Brazil fuel business at a price based on the fair value of the commercial assets and our investment in other related assets. TAB will no longer have any licenses or rights with regards to farnesene- or farnesane-based diesel fuel.

In addition, we will grant Total an exclusive, royalty-free license for the rights to offer for sale and sell in the European Union ("EU") farnesene- or farnesane-based diesel fuel, and the parties agreed that, if Total wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. For a to-be-negotiated, commercially reasonable, "most-favored" basis royalty to be paid to Amyris, Total will also have the right to make farnesene- or farnesane anywhere in the world solely for Total to offer for sale and sell it for diesel fuel in the EU.

Further, in accordance with the Commercial Agreements and pursuant to the JVCO Letter Agreement, Total will cancel R&D Notes in an aggregate principal amount of $5.0 million, plus all PIK and accrued interest under all outstanding R&D Notes and a note in the principal amount of Euro 50,000, plus accrued interest, issued by Amyris by Total in connection with the existing TAB capitalization, in exchange for an additional 25% of TAB, giving Total an aggregate ownership stake of 75% of TAB and giving us an aggregate ownership stake of 25% of TAB. The parties continue to finalize the terms of the Commercial Agreements related to TAB and expect to complete the transaction before the end of 2015.

Sales and Revenue

To commercialize our initial Biofene-derived product, squalane, in the cosmetics sector for use as an emollient, we have entered into certain marketing and distribution agreements in Europe, Asia, and North America. As an initial step towards commercialization of Biofene-based diesel, we have entered into agreements with municipal fleet operators in Brazil. Our diesel fuel is supplied to a Brazilian fuel distributor which blends our product with petroleum diesel and sells to a number of bus fleet operators. Pursuant to our agreements with Total, future commercialization of our jet fuel products outside of Brazil would generally occur exclusively through certain agreements entered into by and among Amyris, Total and Total Amyris BioSolutions B.V. (or JVCO). For the industrial lubricants market, we established a joint venture with Cosan for the worldwide development, production and commercialization of renewable base oils in the lubricant sector.

Financing

In January 2014, we sold and issued, for face value, approximately $34.0 million of convertible promissory notes in Tranche II Notes as described in more detail in Note 5, "Debt".

In March 2014, we entered into a securities purchase agreement with Kuraray under which we agreed to sell shares of our common stock at a price equal to the greater of $2.88 per share or the average daily closing prices per share on the NASDAQ Stock Market for the three month period ending March 27, 2014, for an aggregate purchase price of $4.0 million. In April 2014, we completed the sale of common stock to Kuraray and issued 943,396 shares of our common stock at a price per share of $4.24 for aggregate proceeds of approximately $4.0 million.

In March 2014, we entered into an export financing agreement with Banco ABC Brasil S.A. (or ABC) for approximately $2.2 million to fund exports through March 2015. This loan was collateralized by future exports from our subsidiary in Brazil.

In March 2014, we entered into a Loan and Security Agreement (or, as amended, the “Hercules Loan Facility”) with Hercules Technology Growth Capital, Inc. (or “Hercules”) under which we issued to Hercules, secured debt in the aggregate amount of $25.0 million. In June 2014, we entered into a First Amendment of the Loan and Security Agreement and agreed to, among other things, issue an additional $5.0 million of secured debt to Hercules. In March 2015, we entered into a Second Amendment to the Loan and Security Agreement, under which, subject to certain terms and conditions, we have the option to draw an additional $15.0 million from Hercules in up to three installments of $5.0 million each. The Hercules Loan Facility, as amended, is described in more detail below under "Liquidity and Capital Resources."

In May 2014, we sold and issued $75.0 million aggregate principal amount of 6.50% Convertible Senior Notes due 2019 to Morgan Stanley & Co. LLC as the Initial Purchaser in a private placement, and for initial resale by the Initial Purchaser to qualified institutional buyers in the Rule 144A Convertible Note Offering (as described in more detail below under "Liquidity and Capital Resources").

In July 2014, we closed on the initial installment of the $21.7 million in convertible notes from Total under the July 2012 Agreements as described in more detail in Note 5, "Debt", in the amount of $10.85 million and in January 2015, we closed on the second installment in the amount of $10.85 million.

In July 2015, we entered into a securities purchase agreement (the “SPA”) with certain purchasers under which we agreed to sell 16,025,642 shares of our common stock at a price per share of $1.56, with aggregate proceeds to the Company of $25 million (the "Private Offering"). The sale of common stock under the SPA was completed on July 29, 2015. Pursuant to the SPA, the Company also granted to each of the purchasers a Private Offering Warrant exercisable at an exercise price of $0.01 per share for the purchase of a number of shares of the Company’s common stock equal to 10% of the shares purchased by such investor. The exercisability of the Private Offering Warrants was subject to stockholder approval, which was obtained on September 17, 2015. See Note 18, “Subsequent Events”, for a description of our sale and issuance in October 2015 of $57.6 million of 9.50% Senior Convertible Notes due 2019.

Exchange (debt conversion)

In July, 2015, we closed the Exchange pursuant to that certain Exchange Agreement, dated as of July 26, 2015 (the " Exchange Agreement "), among us, Temasek and Total.

Under the Exchange Agreement, at the closing, Temasek exchanged approximately $71.0 million of outstanding convertible promissory notes (including paid-in-kind and accrued interest through July 29, 2015) and Total exchanged $70.0 million in principal amount of outstanding convertible promissory notes for shares of the Company's common stock. The exchange price was $2.30 per share (the "Exchange Price") and was paid by the exchange and cancellation of such outstanding convertible promissory notes, and Temasek and Total received 30,860,633 and 30,434,782 shares of the Company's common stock, respectively, in the Exchange. The first and second closings contemplated by the Exchange Agreement occurred simultaneously on July 29, 2015 as the conditions precedent for both of such closings (including the consummation of the Private Offering) had been met on July 29, 2015.

Under the Exchange Agreement, Total also received the following warrants, each with a five-year term, at the closing:

- A warrant to purchase 18,860,992 shares of our Common Stock (the "Total Funding Warrant").

- A warrant to purchase 2,000,000 shares of our common stock that will only be exercisable if we fail, as of March 1, 2017, to achieve a target cost per liter to manufacture farnesene (the "Total R&D Warrant"). The Total Funding Warrant and the Total R&D Warrant are collectively referred to as the "Total Warrants."

Additionally, under the Exchange Agreement, Temasek received the following warrants:

- A warrant to purchase 14,677,861 shares of our common stock.

- A warrant exercisable for that number of shares of our common stock equal to (1) (A) the number of shares for which Total exercises the Total Funding Warrant plus (B) the number of additional shares for which the certain convertible notes remaining outstanding following the completion of the Exchange may become exercisable as a result of a reduction in the conversion price of such remaining notes as of a result of and/or subsequent to the date of the Exchange plus (C) that number of additional shares in excess of 2,000,000, if any, for which the Total R&D Warrant becomes exercisable multiplied by a fraction equal to 30.6% divided by 69.4% plus (2) (A) the number of any additional shares for which certain other outstanding convertible promissory notes may become exercisable as a result of a reduction to the conversion price of such notes multiplied by (B) a fraction equal to 13.3% divided by 86.7%.

- A warrant exercisable for that number of shares of our common stock equal to 880,339 multiplied by a fraction equal to the number of shares for which Total exercises the Total R&D Warrant divided by 2,000,000. If Total is entitled to, and does, exercise the Total R&D Warrant in full, this warrant would be exercisable for 880,339 shares.

The above-referenced warrants issued to Temasek have ten-year terms and are referred to herein as the "Temasek Warrants" and, the Temasek Warrants and Total Warrants are hereinafter collectively referred to as the "Exchange Warrants". All of the Exchange Warrants have an exercise price of $0.01 per share.

In addition to the grant of the Exchange Warrants, a warrant issued by the Company to Temasek in October 2013 in conjunction with a prior convertible debt financing (the "2013 Warrant") became exercisable in full upon the completion of the Exchange. There are 1,000,000 shares underlying the 2013 Warrant, which is exercisable at an exercise price of $0.01 per share.

The exercisability of all of the Exchange Warrants was subject to stockholder approval, which was obtained on September 17, 2015.

Maturity Treatment Agreement

At the closing of the Exchange, we, Total and Temasek also entered into a Maturity Treatment Agreement, dated as of July 29, 2015, pursuant to which Total and Temasek agreed to convert any of our convertible promissory notes held by them that were not cancelled in the Exchange (the "Remaining Notes") into shares of our common stock in accordance with the terms of such Remaining Notes upon maturity, provided that certain events of default have not occurred with respect to the applicable Remaining Notes prior to such maturity. As of immediately following the closing of the Exchange, Temasek held $10.0 million in aggregate principal amount of Remaining Notes and Total held approximately $25.0 million in aggregate principal amount of Remaining Notes. Including the Remaining Notes, following the closing of the Private Offering and the Exchange, we had outstanding approximately $130.9 million in aggregate principal amount of convertible promissory notes, including $25.0 million with a conversion price of $7.0682 per share, $5.0 million with a conversion price of $3.08 per share (with such $5.0 million to be canceled upon final execution of agreements relating to restructuring of a fuels joint venture with Total), $75.0 million with a conversion price of approximately $3.74 per share, and $25.9 million (the "Tranche Notes ") with a conversion price of approximately $1.42 per share (with Tranche Notes' conversion price reduced from conversion prices ranging from $2.44 to $2.87, based on existing anti-dilution adjustments in the Tranche Notes as a result of the Private Offering price).

In conjunction with the closing of the Exchange and Maturity Treatment Agreements on July 29, 2015, $178.1 million of convertible debt was extinguished and a $6.0 million loss on extinguishment was recognized in the quarter ended September 30, 2015. The Remaining Notes were recorded at fair value.

Liquidity

We have incurred significant losses since our inception and believe that we will continue to incur losses and negative cash flow from operations through at least 2016. As of September 30, 2015, we had an accumulated deficit of $995.2 million and had cash, cash equivalents and short term investments of $11.9 million. We have significant outstanding debt and contractual obligations related to capital and operating leases, as well as purchase commitments. Refer to "Liquidity and Capital Resources" for further details.

Results of Operations

Comparison of Three Months Ended September 30, 2015 and 2014

Revenues

	Three Months Ended September 30,		Period-to-period Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Revenues				
Renewable product sales	$ 4,226	$ 11,112	$ (6,886)	(62)%
Related party renewable product sales	2	368	(366)	(99)%
Total product sales	4,228	11,480	(7,252)	(63)%
Grants and collaborations revenue	4,363	4,861	(498)	(10)%
Total grants and collaborations revenue	4,363	4,861	(498)	(10)%
Total revenues	$ 8,591	$ 16,341	$ (7,750)	(47)%

Our total revenues decreased by $7.8 million to $8.6 million for the three months ended September 30, 2015, as compared to the same period in the prior year, primarily due to a decrease in product sales.

Product sales decreased by $7.3 million to $4.2 million for the three months ended September 30, 2015, as compared to the same period in the prior year, primarily due to the lower flavors and fragrances product sales resulting from lower overall volumes compared to the launch in the third quarter of fiscal year 2014 and a lower contractual average selling price. Also contributing to the decrease in product sales were unfavorable foreign currency fluctuation of $0.5 million mainly attributable to our diesel fuel sales in Brazil and a decrease in cosmetic sales due to inventory-related demand fluctuation.

Grants and collaborations revenue decreased by $0.5 million to $4.4 million for the three months ended September 30, 2015, as compared to the same period in the prior year primarily due to a $0.8 million decrease in government grant revenue resulting mainly from the completion of the DARPA Technology Investment Agreement with the Defense Advanced Research Projects Agency (or "DARPA") during the first quarter of fiscal year 2015. This decrease was partly offset by an increase in collaborations revenue of $0.3 million resulting mainly from a new collaborations with a global food ingredients supplier.

Cost and Operating Expenses

	Three Months Ended September 30,		Period-to-period Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Cost of products sold	$ 8,455	$ 10,146	$ (1,691)	(17)%
Loss on purchase commitments and impairment of property, plant and equipment	7,259	952	6,307	(663)%
Research and development	10,343	12,181	(1,838)	(15)%
Sales, general and administrative	14,103	14,356	(253)	(2)%
Total cost and operating expenses	$ 40,160	$ 37,635	$ 2,525)	(7)%

Our cost of products sold includes cost of raw materials, labor and overhead, amounts paid to contract manufacturers, period costs related to inventory write-downs resulting from applying lower of cost or market inventory valuations, and costs related to scale-up in production of such products. Our cost of products sold decreased by $1.7 million to $8.5 million for the three months ended September 30, 2015, as compared to the same period in the prior year, primarily driven by lower sales, and lower excess capacity charges based on timing of production. This was partly off-set by higher volume sales of fuel and higher inventory provisions related to lower average selling prices. Our farnesene cash production costs per liter, have steadily declined since the commencement of production at our manufacturing facility in Brotas, Brazil, consistent with increases in volume and production efficiency. We expect the downward trend, subject to periodic fluctuations, in cash production costs per liter to continue as we continually improve strains, operational efficiency and/or increase volumes. Cash production costs per liter, includes costs of feedstock, nutrients and other chemical ingredients, labor, utilities and other plant overhead.

In July 2015, we announced that we were in discussions with SMSA regarding the continuation of the joint venture. Specifically, we and SMSA agreed to continue the joint venture pending discussions through August 31, 2015 in order to evaluate the best investment options available to optimize returns and provide balanced economics for both parties. Discussions with SMSA have continued despite the lapse of the August 31 deadline and the joint venture has not been terminated and is still in existence as of September 30, 2015. In September 2015, we entered into negotiations with SMSA to agree to terms for the termination of the joint venture, and we consider there is no realistic prospect of the joint venture continuing. Consequently, an impairment assessment of the assets was performed by management during the third quarter of 2015. We expect to be required to remove the existing assets of the joint venture, which are currently situated on land owned by SMSA (the "SMSA site"). We plan to construct the production facility at an alternative location, relocating movable assets to an alternative location.

We recorded an impairment charge of $7.3 million (included in 'Loss on purchase commitments and impairment of property, plant and equipment') for the quarter ended September 30, 2015 for non - moveable assets to be abandoned at the SMSA site and for which there is expected to be no salvageable value, including $0.6 million of irrecoverable Brazilian VAT related to the assets.

Research and Development Expenses

Our research and development expenses decreased by $1.8 million to $10.3 million for the three months ended September 30, 2015, as compared to the same period in the prior year, primarily as a result of decreases of $0.9 million in depreciation expense, $0.6 million from our overall cost reduction efforts and lower spending to manage our operating costs, $0.4 million in salaries and benefits expense, $0.4 million in stock-based compensation and $0.3 million in reductions to consulting and outside services and lab supplies and equipment and other expenses. Research and development expenses included stock-based compensation expense of $0.5 million and $0.9 million during the three months ended September 30, 2015 and 2014, respectively.

Sales, General and Administrative Expenses

Our sales, general and administrative expenses decreased by $0.3 million to $14.1 million for the three months ended September 30, 2015, as compared to the same period in the prior year, primarily due to decreases in stock-based compensation, which declined to $1.7 million from $2.7 million in the prior year period. This was offset in part by increases in consulting and outside services and personnel-related expense from the hiring of a sales and marketing force to support the Company's product commercialization plans during the three months ended September 30, 2015 and 2014, respectively.

Other Income (Expense)

	Three Months Ended September 30,		Period-to-period Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Other income (expense):				
Interest income	$ 61	$ 100	$ (39)	(39)%
Interest expense	(16,559)	(8,620)	(7,939)	92%
Loss from change in fair value of derivative instruments	(21,690)	(6,000)	(15,690)	262%
Loss from extinguishment of debt	(5,984)	—	(5,984)	nm
Other income (expense), net	(168)	54	(222)	(411)%
Total other income (expense)	$ (44,340)	$ (14,466)	$ (29,874)	(207)%

Total other expense increased by $29.9 million to $44.3 million for the three months ended September 30, 2015, as compared to the same period in the prior year primarily due to an increase in interest expense of $7.9 million associated with the acceleration of accretion of debt discount due to the anticipated repayment of convertible debt in October 2015, loss from change in fair value of derivative instruments of $21.7 million due principally to a change in the estimated fair value of our compound embedded derivative liabilities associated with our senior secured convertible promissory notes as a result of the reset of conversion prices and an additional derivative feature as a result of the private offering completed on July 29, 2015. The loss on extinguishment of debt is due to the impact of the the Exchange and Maturity Treatment Agreements which completed on July 29, 2015.

Comparison of nine Months Ended September 30, 2015 and 2014

Revenues

	Nine Months Ended September 30,		Year-to-Year Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Revenues				
Renewable product sales	$ 9,661	$ 18,333	$ (8,672)	(47)%
Related party renewable product sales	2	402	(400)	(100)%
Total product sales	9,663	18,735	(9,072)	(48)%
Grants and collaborations revenue	14,643	12,954	1,689	13%
Total grants and collaborations revenue	14,643	12,954	1,689	13%
Total revenues	$ 24,306	$ 31,689	$ (7,383)	(23)%

Our total revenues decreased by $7.4 million to $24.3 million for the nine months ended September 30, 2015, as compared to the same period in the prior year, primarily due to the achievement of collaboration milestones and the timing of revenue recognition related to previous collaboration payments. This decrease was partly offset by the unfavorable foreign currency fluctuation of $1.3 million, lower fragrance sales primarily due to the timing of a large fragrance molecule sale to a collaborator in the third quarter of 2014 as well as the completion of several government grant contracts.

Product sales decreased by $9.1 million to $9.7 million for the nine months ended September 30, 2015, as compared to the same period in the prior year primarily due to the lower flavors and fragrances product sales resulting from lower overall volumes compared to the launch in the third quarter of fiscal year 2014 and a lower contractual average selling price. Also contributing to the decrease in product sales was an unfavorable foreign currency fluctuation of $1.3 million mainly attributable to our diesel fuel sales in Brazil and a decrease in cosmetic sales due to inventory-related demand fluctuation.

Grants and collaborations revenue increased by $1.7 million to $14.6 million for the nine months ended September 30, 2015, as compared to the same period in the prior year. Collaborations revenue from non-related parties increased $4.6 million due to the achievement of the second performance milestone related to a flavors and fragrances product, along with collaborations revenues from existing and new collaborations. This increase was partly offset by the decrease of $2.9 million in government grant revenue mainly resulting from the completion of the DARPA Technology Investment Agreement during the first quarter of fiscal year 2015.

Cost and Operating Expenses

	Nine Months Ended September 30,		Year-to-Year Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Cost of products sold	$ 26,057	$ 23,893	$ 2,164	9%
Loss on purchase commitments and write-off of production assets	7,259	1,111	6,148	553%
Research and development	33,521	37,342	(3,821)	(10)%
Sales, general and administrative	42,859	41,726	1,133	3%
Total cost and operating expenses	$ 109,696	$ 104,072	$ 5,624	5%

Cost of Products Sold

Our cost of products sold increased by $2.2 million to $26.1 million for the nine months ended September 30, 2015, as compared to the same period in the prior year, primarily driven by higher volume sales of fuel, higher inventory provisions related to overall lower average selling prices and higher excess capacity charge based on timing of production. This was partly offset by lower sales and product mix.

Research and Development Expenses

Our research and development expenses decreased by $3.8 million to $33.5 million for the nine months ended September 30, 2015, as compared to the same period in the prior year, primarily as a result of decreases of $1.2 million from depreciation expense, $0.9 million from our overall cost reduction efforts and lower spending to manage our operating costs, $0.8 million in stock-based compensation, $0.6 million in consulting and outside services and lab supplies and equipment, $0.5 million from facilities and rent expense, $0.4 million in salaries and benefits expense and $0.2 million from other expenses. Research and development expenses included stock-based compensation expense of $1.8 million and $2.6 million during the nine months ended September 30, 2015 and 2014, respectively.

Sales, General and Administrative Expenses

Our sales, general and administrative expenses increased by $1.1 million to $42.9 million for the nine months ended September 30, 2015, as compared to the same period in the prior year, primarily due to increases in consulting and outside services and personnel-related expense from the additional hiring of a sales and marketing force to support the Company's product commercialization plans, as well as a severance-related charge, offset in part by a decrease in stock-based compensation. Sales, general and administrative expenses included stock-based compensation expense of $5.2 million and $8.1 million during the nine months ended September 30, 2015 and 2014, respectively.

Other Income (Expense)

	Nine Months Ended September 30,		Year-to-Year Change	Percentage Change
	2015	2014		
	(Dollars in thousands)			
Other income (expense):				
Interest income	$ 205	$ 304	$ (99)	(33)%
Interest expense	(71,027)	(20,172)	(50,855)	252%
Gain (loss) from change in fair value of derivative instruments	(10,268)	48,148	(58,416)	(121)%
Income (loss) from extinguishment of debt	(5,984)	(10,512)	4,528	(43)%
Other income (expense), net	(1,204)	147	(1,351)	(919)%
Total other income (expense)	$ (88,278)	$ 17,915	$ (106,193)	(593)%

Total other expense increased by $106.2 million to $88.3 million for the nine months ended September 30, 2015, as compared to the same period in the prior year primarily attributable to the losses from change in fair value of derivative instruments of $58.4 million and the increases of $50.9 million in interest expense associated with our increased borrowings, including a $36.6 million charge in the nine months ended September 30, 2015 due to acceleration of the accretion of debt discount on the Total and Temasek convertible notes converted to equity in July 2015.

Liquidity and Capital Resources

	September 30, 2015	December 31, 2014
	(Dollars in thousands)	
Working capital deficit, excluding cash and cash equivalents	$ (35,041)	$ (8,441)
Cash and cash equivalents and short-term investments	$ 11,898	$ 43,422
Debt and capital lease obligations	$ 154,670	$ 233,277
Accumulated deficit	$ (995,186)	$ (819,152)

	Nine Months Ended September 30,	
	2015	2014
	(Dollars in thousands)	
Net cash used in operating activities	$ (52,217)	$ (64,107)
Net cash used in investing activities	$ (3,304)	$ (6,872)
Net cash provided by financing activities	$ 25,754	$ 131,947

Working Capital Deficit. Our working capital deficit, excluding cash and cash equivalents, was $35.0 million at September 30, 2015, which represents an increase of $26.6 million compared to a working capital deficit of $8.4 million at December 31, 2014. The increase of $26.6 million in working capital deficit during the nine months ended September 30, 2015 was primarily due to increases of $7.8 million in accounts payable, $3.9 million in deferred revenue, $3.8 million in current portion of debt resulting from loan repayments to Hercules falling due, and $3.3 million in accrued and other current liabilities, together with decreases of $4.8 million in accounts receivable, $3.4 million in inventory and $0.3 million in short-term investments, offset by increases of $0.5 million in prepaid expenses and other current assets and $0.2 million in restricted cash.

To support production of our products in contract manufacturing and dedicated production facilities, we have incurred, and we expect to continue to incur, capital expenditures as we invest in these facilities. We plan to continue to seek external debt and equity financing from U.S. and Brazilian sources to help fund our investment in these contract manufacturing and dedicated production facilities.

We expect to fund our operations for the foreseeable future with cash and investments currently on hand, with cash inflows from collaboration and grant funding, cash contributions from product sales, and with new debt and equity financings. Some of our anticipated financing sources, such as research and development collaborations and convertible debt financings, are subject to the risk that we cannot meet milestones, are not yet subject to definitive agreements or mandatory funding commitments and, if needed, we may not be able to secure additional types of financing in a timely manner or on reasonable terms, if at all. Our planned 2015 and 2016 working capital needs and our planned operating and capital expenditures for 2015 and 2016 are dependent on significant inflows of cash from existing collaboration partners, as well as additional funding from new collaborations, and may also require additional funding from debt or equity financings. We will continue to need to fund our research and development and related activities and to provide working capital to fund production, storage, distribution and other aspects of our business.

Liquidity. We have incurred significant losses since our inception and believe that we will continue to incur losses and negative cash flow from operations through at least 2016. As of September 30, 2015, we had an accumulated deficit of $995.2 million and had cash, cash equivalents and short term investments of $11.9 million. We have significant outstanding debt and contractual obligations related to capital and operating leases, as well as purchase commitments.

As of September 30, 2015, our debt, net of discount of $17.3 million, totaled to $153.8 million, of which $20.9 million matures within the next twelve months. In addition to upcoming debt maturities, our debt service obligations over the next twelve months are significant, including $9.2 million of anticipated interest payments. Our debt agreements also contain various covenants, including restrictions on our business that could cause us to be at risk of defaults, such as the requirement to maintain unrestricted, unencumbered cash in an amount equal to at least 50% of the principal amount outstanding under the Hercules Loan Facility (as defined below). Refer to Note 5, "Debt" and Note 6, “Commitments and Contingencies” for further details of our debt arrangements.

Our operating plan for 2015 contemplates a significant reduction in our net cash outflows, resulting from (i) revenue growth from sales of existing and new products with positive gross margins, (ii) reduced production costs compared to prior periods as a result of manufacturing and technical developments in 2014, (iii) increased cash inflows from collaborations compared to 2014, (iv) maintaining operating expenses at levels consistent with 2014, and (v) access to various financing commitments (see Note 5, “Debt” and Note 8 “Significant Agreements” for details of financing commitments, and Note 18 “Subsequent events” for details of financing transactions subsequent to September 30, 2015).

If we are unable to generate sufficient cash contributions from product sales, payments from existing and new collaboration partners, and draw sufficient funds from certain financing commitments due to contractual restrictions and covenants, we will need to obtain additional funding from equity or debt financings, agree to burdensome covenants, grant further security interests in our assets, enter into collaboration and licensing arrangements that require us to relinquish commercial rights, or grant licenses on terms that are not favorable.

If we are unable to raise additional financing, or if other expected sources of funding are delayed or not received, we would take the following actions as early as the fourth quarter of 2015 to support our liquidity needs through the remainder of 2015 and into 2016:

- Effect significant headcount reductions, particularly with respect to employees not connected to critical or contracted activities across all functions of the Company, including employees involved in general and administrative, research and development, and production activities.
- Shift focus to existing products and customers with significantly reduced investment in new product and commercial development efforts.
- Reduce production activity at our Brotas manufacturing facility to levels only sufficient to satisfy volumes required for product revenues forecast from existing products and customers.

- Reduce expenditures for third party contractors, including consultants, professional advisors and other vendors.
- Reduce or delay uncommitted capital expenditures, including non-essential facility and lab equipment, and information technology projects.
- Closely monitor the Company's working capital position with customers and suppliers, as well as suspend operations at pilot plants and demonstration facilities.

Implementing this plan could have a negative impact on our ability to continue our business as currently contemplated, including, without limitation, delays or failures in our ability to:

- Achieve planned production levels;
- Develop and commercialize products within planned timelines or at planned scales; and
- Continue other core activities.

Furthermore, any inability to scale-back operations as necessary, and any unexpected liquidity needs, could create pressure to implement more severe measures. Such measures could have an adverse effect on our ability to meet contractual requirements, including obligations to maintain manufacturing operations, and increase the severity of the consequences described above.

Collaboration Funding. As of September 30, 2015, we received $31.6 million in collaboration funding, including $13.0 million under a collaboration agreement with a flavors and fragrances partner. In January 2015, we received $10.85 million in additional research and development funding from Total through the issuance of a 1.5% Senior Secured Convertible Note to Total as described above under "Overview - Total Relationship". This amount was the final installment of the third closing under the Total Purchase Agreement. We received additional collaboration funding from various other partners during 2015, including $2.2 million in January 2015 under an isoprene collaboration with Michelin and Braskem, and $2.0 million in March 2015 under a farnesene collaboration with Kuraray.

We depend on collaboration funding to support our research and development and operating expenses. While part of this funding is committed based on existing collaboration agreements, we will be required to identify and obtain funding from additional collaborations. In addition, some of our existing collaboration funding is subject to our achievement of milestones or other funding conditions.

If we cannot secure sufficient collaboration funding to support our operating expenses in excess of cash contributions from product sales and existing debt and equity financings, we may need to issue additional preferred and/or discounted equity, agree to onerous covenants, grant further security interests in our assets, enter into collaboration and licensing arrangements that require us to relinquish commercial rights or grant licenses on terms that are not favorable to us. If we fail to secure such funding, we could be forced to curtail our operations, which would have a material adverse effect on our ability to continue with our business plans.

Government Contracts. In June 2012, we entered into a Technology Investment Agreement with DARPA, under which we are performing certain research and development activities funded in part by DARPA. The work is to be performed on a cost-share basis, where DARPA funds 90% of the work and we fund the remaining 10% (primarily by providing specified labor). The agreement provided for funding of up to approximately $7.7 million over two years based on achievement of program milestones, and, accordingly, if fully funded, we would be responsible for contributions equivalent to approximately $0.9 million. The agreement had an initial term of one year and at DARPA's option, was renewable for an additional year. The agreement was renewed by DARPA in May 2013 and extended in July 2014. Through September 30, 2015, we had recognized $7.7 million in revenue under this agreement, of which $0.1 million was recognized during the nine months ended September 30, 2015. Total cash received under this agreement as of September 30, 2015 was $7.7 million, of which $0.2 million was received during the nine months ended September 30, 2015.

In September 2015, we entered into a Technology Investment Agreement (the "Agreement") with DARPA under which the Company, with the assistance of five specialized subcontractors, will work to create new research and development tools and technologies for strain engineering and scale-up activities. The program that is the subject of the Agreement is scheduled to commence on November 1, 2015 and will be performed and funded on a milestone basis, where DARPA, upon the Company's successful completion of each milestone event in the Agreement, would pay the Company the amount in the Agreement corresponding to such milestone event. Under the Agreement, the Company and its subcontractors could collectively receive DARPA funding of up to $35.0 million over the program's four year term if all of the program's milestones are achieved. In conjunction with DARPA's funding, the Company and its subcontractors are obligated to collectively contribute approximately $15.5 million toward the program over its four year term (primarily by providing specified labor and/or purchasing certain equipment). The Company can elect to retain title to the patentable inventions it produces in the program, but DARPA receives certain data rights as well as a government purposes license to certain of such inventions. Either party may, upon written notice and subject to certain consultation obligations, terminate the Agreement upon a reasonable determination that the program will not produce beneficial results commensurate with the expenditure of resources.

Convertible Note Offerings. In February 2012, we sold $25.0 million in principal amount of senior unsecured convertible promissory notes due March 1, 2017 as described in more detail in Note 5, "Debt."

In July and September 2012, we issued $53.3 million worth of 1.5% Senior Unsecured Convertible Notes to Total under the July 2012 Agreements for an aggregate of $30.0 million in cash proceeds and our repayment of $23.3 million in previously-provided research and development funds pursuant to the Total Purchase Agreement as described in more detail under "Related Party Convertible Notes" in Note 5, "Debt." As part of our December 2012 private placement, we issued 1,677,852 shares of our common stock in exchange for the cancellation of $5.0 million of an outstanding senior unsecured convertible promissory note held by Total.

In June 2013, we sold and issued a 1.5% Senior Unsecured Convertible Note to Total in the face amount of $10.0 million with a March 1, 2017 maturity date pursuant to the Total Purchase Agreement. In July 2013, we sold and issued a 1.5% Senior Unsecured Convertible Note to Total in the face amount of $20.0 million with a March 1, 2017 maturity date pursuant to the Total Purchase Agreement.

In August 2013, we entered into an agreement with Total and Temasek to sell up to $73.0 million in convertible promissory notes in private placements over a period of up to 24 months from the date of signing as described in more detail in Note 5, "Debt" (such agreement referred to as the "August 2013 SPA" and such financing referred to as the "August 2013 Financing"). The August 2013 Financing was divided into two tranches (one for $42.6 million and one for $30.4 million). Of the total possible purchase price in the financing, $60.0 million was to be paid in the form of cash by Temasek ($35.0 million in the first tranche and up to $25.0 million in the second tranche) and $13.0 million was to be paid by cancellation of outstanding convertible promissory notes held by Total in connection with its exercise of pro rata rights ($7.6 million in the first tranche and $5.4 million in the second tranche).

In September 2013, prior to the initial closing of the August 2013 Financing, our stockholders approved the issuance in the private placement of up to $110.0 million aggregate principal amount of convertible promissory notes, the issuance of a warrant to purchase 1,000,000 shares of our common stock and the issuance of the common stock issuable upon conversion or exercise of such notes and warrant.

In September 2013, we entered into a bridge loan agreement with an existing investor to provide additional cash availability of up to $5.0 million as needed before the initial closing of the August 2013 Financing. The bridge loan agreement provided for the sale of up to $5.0 million in principal amount of unsecured convertible notes at any time prior to October 31, 2013 following the satisfaction of certain closing conditions, including that we pay an availability fee for the bridge loan. We did not use this facility and it expired in October 2013 in accordance with its terms.

In October 2013, we sold and issued a senior secured promissory note to Temasek for a bridge loan of $35.0 million (or the “Temasek Bridge Note”). The Temasek Bridge Note was due on February 2, 2014 and accrued interest at a rate of 5.5% each four month period from October 4, 2013 (with a rate of 2% per month applicable if a default occurred). The Temasek Bridge Note was cancelled as payment for Temasek's purchase of a first tranche convertible note in the initial closing of the August 2013 Financing.

In October 2013, we amended the August 2013 SPA to include certain entities affiliated with FMR, LLC (or the “Fidelity Entities”) in the first tranche closing (participating for a principal amount of $7.6 million), and to proportionally increase the amount acquired by exchange and cancellation of outstanding convertible promissory notes by Total to $14.6 million ($9.2 million in the first tranche and up to $5.4 million in the second tranche). Also in October 2013, we completed the closing of the first tranche of notes contemplated by the August 2013 Financing (or the “Tranche I Notes”) for cash proceeds of $7.6 million and cancellation of outstanding convertible promissory notes of $44.2 million, of which $35.0 million resulted from the cancellation of the Temasek Bridge Note. In December 2013, we amended the August 2013 SPA to sell $3.0 million of senior convertible notes under the second tranche of the August 2013 Financing (or the “Tranche II Notes”) to funds affiliated with Wolverine Asset Management (or “Wolverine”) and we elected to call $25.0 million in additional funds from Temasek pursuant to its previous commitment to purchase such amount of convertible promissory notes in the second tranche. Additionally, pursuant to that amendment, we sold approximately $6.0 million of convertible promissory notes in the second tranche to Total through cancellation of the same amount of principal of previously outstanding convertible notes held by Total (in respect of Total’s preexisting contractual right to maintain its pro rata ownership position through such cancellation of indebtedness). The closing of the sale of such Tranche II Notes under the December amendment to the August 2013 SPA occurred in January 2014. The August 2013 Financing is more fully described in Note 5, “Debt.”

In December 2013, in connection with our entry into agreements establishing our joint venture with Total, we exchanged the $69.0 million of the then-outstanding Total unsecured convertible notes issued pursuant to the Total Purchase Agreement for replacement 1.5% Senior Secured Convertible Notes, in principal amounts equal to the principal amount of the cancelled notes.

In the Rule 144A Convertible Note Offering in May 2014, we sold and issued $75.0 million in aggregate principal amount of 6.5% Convertible Senior Notes due 2019 to Morgan Stanley & Co. LLC as the Initial Purchaser in a private placement, and for initial resale by the Initial Purchaser to qualified institutional buyers pursuant to Rule 144A of the Securities Act. The Rule 144A Convertible Note Offering is described in more detail in Note 5, "Debt."

In each of July 2014 and January 2015, we sold and issued a 1.5% Senior Secured Convertible Note to Total pursuant to the Total Purchase Agreement. The aggregate principal amount of these two notes was $21.7 million and each of such notes has a March 1, 2017 maturity date.

On October 20, 2015, we sold and issued $57.6 million aggregate principal amount of the Company's 9.50% Convertible Senior Notes due 2019, which were sold only to qualified institutional buyers and institutional accredited investors in a private placement under the Securities Act of 1933, as amended.

The notes pay interest semi-annually at a rate of 9.50% per annum and mature on April 15, 2019, unless earlier converted or repurchased. Interest is payable, at the Company's election, entirely in cash or entirely in shares of common stock. The notes have an initial conversion rate, subject to adjustment, of 443.6557 shares of the Company's common stock per $1,000 principal amount of the notes, representing a conversion price of approximately $2.25 per share of the Company's common stock.

The notes are convertible at any time until the close of business on the scheduled trading day immediately preceding the maturity date. Upon conversion, the notes will be settled in shares of the Company's common stock. With respect to any conversion on or after the earlier of (i) the date that a registration statement covering the resale of common stock issuable upon conversion of the notes, in connection with an early conversion payment or as interest payments on the notes, is effective or (ii) April 15, 2016, in addition to the shares deliverable upon conversion, holders will be entitled to receive a payment equal to the present value of the remaining scheduled payments of interest that would have been made on the notes being converted from the date of conversion (or, in the case of conversion between a record date and the following interest payment date, from such interest payment date) until the earlier of the date that is three years after the date the Company receives such notice of conversion or maturity.

The net proceeds from the offering after offering expenses were $54.4 million. We expect to use the net proceeds from the offering of the notes for general corporate purposes, which may include the development of our sales and marketing infrastructure, as well as other strategic transactions and acquisitions. In addition, we used approximately $18.3 million of the proceeds of the offering to repurchase $22.9 million aggregate principal amount of our outstanding 6.50% Convertible Senior Notes due 2019 and approximately $8.8 million to repurchase $9.7 million aggregate principal amount of the Company's outstanding 3% Convertible Senior Notes due 2017, in each case held by purchasers of notes participating in the offering.

Export Financing with ABC Brasil. In March 2013, we entered into a one-year export financing agreement with ABC for approximately $2.5 million to fund exports through March 2014. This loan was collateralized by future exports from our subsidiary in Brazil. As of September 30, 2015, the loan was fully paid.

In March 2014, we entered into an additional one-year-term export financing agreement with ABC for approximately $2.2 million to fund exports through March 2015. This loan is collateralized by future exports from our subsidiary in Brazil. As of September 30, 2015, the principal amount outstanding under this agreement was zero.

In April 2015, we entered into an additional one-year-term export financing agreement with ABC for approximately $1.6 million to fund exports through April 2016. This loan is collateralized by future exports from our subsidiary in Brazil. As of September 30, 2015, the principal amount outstanding under this agreement was $1.6 million.

Banco Pine/Nossa Caixa Financing. In July 2012, we entered into a Note of Bank Credit and a Fiduciary Conveyance of Movable Goods agreement with each of Nossa Caixa and Banco Pine. Under these instruments, we borrowed an aggregate of R$52.0 million (approximately US$13.1 million based on the exchange rate as of September 30, 2015) as financing for capital expenditures relating to our manufacturing facility in Brotas, Brazil. Under the loan agreements, Banco Pine agreed to lend R$22.0 million and Nossa Caixa agreed to lend R$30.0 million. The loans have a final maturity date of July 15, 2022 and bear a fixed interest rate of 5.5% per year. The loans are also subject to early maturity and delinquency charges upon occurrence of certain events including interruption of manufacturing activities at our manufacturing facility in Brotas, Brazil for more than 30 days, except during sugarcane off-season. The loans are secured by certain of our farnesene production assets at the manufacturing facility in Brotas, Brazil and we were required to provide parent guarantees to each of the lenders. As of September 30, 2015 and December 31, 2014, a principal amount of $11.2 million and $18.6 million, respectively, was outstanding under these loan agreements.

BNDES Credit Facility. In December 2011, we entered into the BNDES Credit Facility to finance a production site in Brazil. The BNDES Credit Facility was for R$22.4 million (approximately US$5.6 million based on the exchange rate as of September 30, 2015). This BNDES Credit Facility was extended as project financing for a production site in Brazil. The credit line is divided into an initial tranche for up to approximately R$19.1 million and an additional tranche of approximately R$3.3 million that becomes available upon delivery of additional guarantees. As of September 30, 2015 and December 31, 2014, we had R$8.6 million (approximately US$2.2 million based on the exchange rate as of September 30, 2015) and R$11.5 million (approximately US$4.3 million based on the exchange rate as of December 31, 2014), respectively, in outstanding advances under the BNDES Credit Facility.

The principal of loans under the BNDES Credit Facility is required to be repaid in 60 monthly installments, with the first installment due in January 2013 and the last due in December 2017. Interest was initially due on a quarterly basis with the first installment due in March 2012. From and after January 2013, interest payments are due on a monthly basis together with principal payments. The loaned amounts carry interest of 7% per year. Additionally, a credit reserve charge of 0.1% on the unused balance from each credit installment from the day immediately after it is made available through its date of use, when it is paid.

The BNDES Credit Facility is collateralized by first priority security interest in certain of our equipment and other tangible assets totaling R$24.9 million (approximately US$6.3 million based on the exchange rate as of September 30, 2015). We are a parent guarantor for the payment of the outstanding balance under the BNDES Credit Facility. Additionally, we were required to provide a bank guarantee equal to 10% of the total approved amount (R$22.4 million in total debt) available under the BNDES Credit Facility. For advances in the second tranche (above R$19.1 million), we are required to provide additional bank guarantees equal to 90% of each such advance, plus additional Amyris guarantees equal to at least 130% of such advance. The BNDES Credit Facility contains customary events of default, including payment failures, failure to satisfy other obligations under the credit facility or related documents, defaults in respect of other indebtedness, bankruptcy, insolvency and inability to pay debts when due, material judgments, and changes in control of Amyris Brasil. If any event of default occurs, BNDES may terminate its commitments and declare immediately due all borrowings under the facility.

FINEP Credit Facility. In November 2010, we entered into a credit facility with Financiadora de Estudos e Projetos (or "FINEP"), a state-owned company subordinated to the Brazilian Ministry of Science and Technology (or the "FINEP Credit Facility") to finance a research and development project on sugarcane-based biodiesel (or the "FINEP Project") and provided for loans of up to an aggregate principal amount of R$6.4 million (approximately US$1.6 million based on the exchange rate as of September 30, 2015) which are secured by a chattel mortgage on certain equipment of Amyris as well as by bank letters of guarantee. All available credit under this facility was fully drawn. As of September 30, 2015, the total outstanding loan balance under this credit facility was R$3.5 million (approximately US$0.9 million based on the exchange rate as of September 30, 2015).

Interest on loans drawn under the FINEP Credit Facility is fixed at 5.0% per annum. In case of default under, or non-compliance with, the terms of the agreement, the interest on loans will be dependent on the long-term interest rate as published by the Central Bank of Brazil (such rate, the "TJLP"). If the TJLP at the time of default is greater than 6%, then the interest will be 5.0% plus a TJLP adjustment factor otherwise the interest will be at 11.0% per annum. In addition, a fine of up to 10.0% will apply to the amount of any obligation in default. Interest on late balances will be 1.0% interest per month, levied on the overdue amount. Payment of the outstanding loan balance is being made in 81 monthly installments, which commenced in July 2012 and extends through March 2019. Interest on loans drawn and other charges are paid on a monthly basis and commenced in March 2011.

Hercules Loan Facility. In March 2014, we entered into the Hercules Loan Facility to make available a loan in the aggregate principal amount of up to $25.0 million. The original Hercules Loan Facility accrues interest at a rate per annum equal to the greater of either the prime rate reported in the Wall Street Journal plus 6.25% or 9.5%. We may repay the loaned amounts before the maturity date (generally February 1, 2017) if we pay an additional fee of 3% of the outstanding loans (1% if after the initial twelve-month period of the loan). We were also required to pay a 1% facility charge at the closing of the transaction, and are required to pay a 10% end of term charge. In connection with the original Hercules Loan Facility, Amyris agreed to certain customary representations and warranties and covenants, as well as certain covenants that were subsequently amended (as described below). The total available credit of $25.0 million under this facility was fully drawn down.

In June 2014, we and Hercules entered into a first amendment (or the "First Hercules Amendment") of the Hercules Loan Facility. Pursuant to the First Hercules Amendment, the parties agreed to adjust the term loan maturity date from May 31, 2015 to February 1, 2017 and remove (i) a requirement for us to pay a forbearance fee of $10.0 million in the event certain covenants were not satisfied, (ii) a covenant that we maintain positive cash flow commencing with the fiscal quarter beginning October 1, 2014, (iii) a covenant that, beginning with the fiscal quarter beginning July 1, 2014, we and our subsidiaries achieve certain projected cash product revenues and projected cash product gross profits, and (iv) an obligation for us to file a registration statement on Form S-3 with the SEC by no later than June 30, 2014 and complete an equity financing of more than $50.0 million by no later than September 30, 2014. We further agreed to include a new covenant requiring us to maintain unrestricted, unencumbered cash in an amount equal to at least 50% of the principal amount then outstanding under the Hercules Loan Facility and borrow an additional $5.0 million. The additional $5.0 million borrowing was completed in June 2014, and accrues interest at a rate per annum equal to the greater of either the prime rate reported in the Wall Street Journal plus 5.25% or 8.5%. The Hercules Loan Facility is secured by liens on our assets, including on certain of our intellectual property. The Hercules Loan Facility includes customary events of default, including failure to pay amounts due, breaches of covenants and warranties, certain cross defaults and judgments, and insolvency. If an event of default occurs, Hercules may require immediate repayment of all amounts due.

In March 2015, the Company and Hercules entered into a second amendment (or the "Second Hercules Amendment") of the Hercules Loan Facility. Pursuant to the Second Hercules Amendment, the parties agreed to, among other things, establish an additional credit facility in the principal amount of up to $15.0 million, which would be available to be drawn by the Company at its sole election (in increments of $5.0 million) through the earlier of March 31, 2016 or such time as the Company raises an aggregate of at least $20.0 million through the sale of new equity securities, subject to certain conditions, including the receipt of third party consents and a requirement to first make certain draw-downs under an equity line of credit that the Company previously secured (to the extent the Company is permitted to do so under the terms thereof). The additional facility was cancelled undrawn upon the completion of the Company's private offering in July 2015.

As of September 30, 2015, $23.5 million was outstanding under the Hercules Loan Facility, net of discount of $0.2 million. The Company's loan facility with Hercules requires the Company to maintain unrestricted, unencumbered cash in U.S. bank accounts in an amount equal to at least 50% of the principal amount outstanding under such facility. The Company received a waiver from Hercules with respect to non-compliance with such covenants. As of the date of issuance of this report, the Company is in compliance with all of its Hercules debt agreements.

Common Stock Offerings. In December 2012, we completed a private placement of 14,177,849 shares of our common stock for aggregate cash proceeds of $37.2 million, of which $22.2 million was received in December 2012 and $15.0 million was received in January 2013. Of the 14,177,849 shares issued in the private placement, 1,677,852 of such shares were issued to Total in exchange for cancellation of $5.0 million of an outstanding convertible promissory note we previously issued to Total.

In March 2013, we completed a private placement of 1,533,742 of our common stock to Biolding for aggregate proceeds of $5.0 million. This private placement represented the final tranche of Biolding's preexisting contractual obligation to fund $15.0 million upon satisfaction by us of certain criteria associated with the commissioning of our production plant in Brotas, Brazil.

In March 2014, we completed a private placement of 943,396 shares of our common stock to Kuraray for aggregate proceeds of $4.0 million.

In July 2015, we entered into the SPA with certain purchasers under which we agreed to sell 16,025,642 shares of our common stock at a price of $1.56 per share, with aggregate proceeds to the Company of $25 million. The sale of common stock under the SPA was completed on July 29, 2015. Pursuant to the SPA, the Company granted to each of the purchasers a Private Offering Warrant exercisable at an exercise price of $0.01 per share for the purchase of a number of shares of the Company's common stock equal to 10% of the shares purchased by such investor The exercisability of the Private Offering Warrants was subject to stockholder approval, which was obtained on September 17, 2015.

Cash Flows during the Nine Months Ended September 30, 2015 and 2014

Cash Flows from Operating Activities

Our primary uses of cash from operating activities are costs related to production and sales of our products and personnel-related expenditures, offset by cash received from product sales, grants and collaborations. Cash used in operating activities was $52.2 million and $64.1 million for the nine months ended September 30, 2015 and 2014, respectively.

Net cash used in operating activities of $52.2 million for the nine months ended September 30, 2015 was attributable to our net loss of $176.1 million, offset by net non-cash charges of $97.7 million and net change in our operating assets and liabilities of $26.2 million. Net non-cash charges of $97.7 million for the nine months ended September 30, 2015 consisted primarily of a $54.6 million of amortization of debt discount, including a $36.6 million charge due to acceleration of accretion of debt discount on the Total and Temasek convertible notes converted to equity in July 2015, 10.3 million change in the fair value of derivative instruments related to the embedded derivative liabilities associated with our senior secured convertible promissory notes and currency interest rate swap derivative liability, $9.9 million of depreciation and amortization expenses, $7.3 million of loss on purchase commitments and impairment of production assets, $7.0 million of stock-based compensation, $6.0 million of expense associated with extinguishment and cancellation of convertible note, $2.1 million of loss from investment in affiliates, $0.4 million of other noncash expenses and $0.1 million on disposition of property, plant and equipment. Net change in operating assets and liabilities of $26.2 million for the nine months ended September 30, 2015 primarily consisted of $18.7 million increase in accounts payable and accrued other liabilities, $5.1 million decrease in accounts receivable and related party accounts receivable, $2.7 million increase in deferred revenue related to the funds received under collaboration agreements and $3.3 million increase in inventory, offset by $3.6 million decrease in prepaid expenses and other assets and deferred rent.

Net cash used in operating activities of $64.1 million for the nine months ended September 30, 2014 was attributable to our net loss of $55.8 million and net non-cash charges of $7.6 million, offset by a $0.7 million net change in our operating assets and liabilities. Net change in operating assets and liabilities of $0.7 million for the nine months ended September 30, 2014 primarily consisted of a $3.2 million increase in accounts receivable and related party accounts receivable (mainly from product sales in the third quarter of 2014), a $6.1 million increase in inventory, and a $1.3 million increase in prepaid expenses and other assets, offset by a $6.1 million increase in deferred revenue related to the funds received under a collaboration agreement, and a $3.8 million increase in accounts payable and accrued other liabilities. Non-cash charges of $7.6 million for the nine months ended September 30, 2014 consisted primarily of a $48.1 million change in the fair value of derivative instruments related to the embedded derivative liabilities associated with our senior secured convertible promissory notes and currency interest rate swap derivative liability, offset by $11.3 million of depreciation and amortization expenses, $10.8 million of stock-based compensation, $6.8 million of amortization of debt discount, $10.5 million loss associated with the extinguishment of convertible debt, and a $1.3 million loss on purchase commitments and write-off of production assets and loss on disposal of property and equipment.

Cash Flows from Investing Activities

Our investing activities consist primarily of capital expenditures and other investment activities. Net cash used in investing activities of $3.3 million for the nine months ended September 30, 2015, resulted from $2.3 million of purchases of property, plant and equipment and $1.2 million in loans made to our equity method investee, Novvi, offset by $0.2 million of change in restricted cash.

Net cash used in investing activities of $6.9 million for the nine months ended September 30, 2014, resulted from $3.6 million of capital expenditures, mainly for maintenance and upgrades at our Brotas production facility, and from $2.1 million of equity in our joint venture with Novvi and $1.2 million loans to Novvi.

Cash Flows from Financing Activities

Net cash provided by financing activities of $25.8 million for the nine months ended September 30, 2015, was a result of the receipt of $ 25.0 million from the issuance of common stock in private placements, the receipt of $10.9 million from debt issued to a related party, which related to the closing of the final installment of the Senior Secured Convertible Notes issued to Total under the July 2012 Agreements, the receipt of $1.6 million of proceeds from a one-year term export financing agreement with ABC and the receipt of $0.4 million from exercise of common stock options, offset by $11.2 million of principal payments on debt, $0.6 million of principal payments on capital leases and $0.3 million of employee's taxes paid upon vesting of restricted stock units.

Net cash provided by financing activities of $131.9 million for the nine months ended September 30, 2014, was a result of the net receipt of $137.0 million from debt and equity financing, which related to the closing of the second tranche of our convertible promissory note offering under the August 2013 Share Purchase Agreement of $28.0 million, borrowings under the Hercules Loan Facility of $29.7 million, the closing of our 144A Convertible Note Offering for approximately $72.0 million proceeds (less payments of discount and expenses of $3.0 million), the sale of $10.9 million of the Total R&D Notes, $2.2 million from a one-year term export financing agreement with ABC and $4.0 million in proceeds from issuance of common stock to Kuraray, offset by the $9.7 million settlement of Total R&D Convertible Notes. These cash inflows were offset by other payments of debt and capital leases of $5.5 million.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any material off-balance sheet arrangements, as defined under SEC rules, such as relationships with unconsolidated entities or financial partnerships, which are often referred to as structured finance or special purpose entities, established for the purpose of facilitating financing transactions that are not required to be reflected on our condensed consolidated financial statements.

Contractual Obligations

The following is a summary of our contractual obligations as of September 30, 2015 (in thousands):

	Total	2015	2016	2017	2018	2019	Thereafter
Principal payments on long-term debt	$ 174,142	$ 4,773	$ 21,168	$ 35,912	$ 21,398	$ 86,665	$ 4,226
Interest payments on long-term debt, fixed rate[1]	41,001	3,573	7,486	8,889	13,332	7,415	306
Operating leases	53,567	1,696	6,755	6,642	6,700	6,748	25,026
Principal payments on capital leases	834	171	487	176	—	—	—
Interest payments on capital leases	70	16	42	12	—	—	—
Terminal storage costs	51	17	34	—	—	—	—
Purchase obligations[2]	2,047	751	562	709	25	—	—
Total	$ 271,712	$ 10,997	$ 36,534	$ 52,340	$ 41,455	$ 100,828	$ 29,558

(1) *Does not include any obligations related to make-whole interest or downround provisions. The fixed interest rates are more fully described in Note 5, "Debt" of our condensed consolidated financial statements.*

(2) *Purchase obligations include noncancellable contractual obligations and construction commitments of $1.1 million, of which zero have been accrued as loss on purchase commitments.*

Recent Accounting Pronouncements

The information contained in Note 2 to the Unaudited Condensed Consolidated Financial Statements under the heading "Recent Accounting Pronouncements" is hereby incorporated by reference into this Part I, Item 2.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The market risk inherent in our market risk sensitive instruments and positions is the potential loss arising from adverse changes in: commodity market prices, foreign currency exchange rates, and interest rates as described below.

Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our investment portfolio and our outstanding debt obligations (including embedded derivatives therein). We generally invest our cash in investments with short maturities or with frequent interest reset terms. Accordingly, our interest income fluctuates with short-term market conditions. As of September 30, 2015, our investment portfolio consisted primarily of money market funds and certificates of deposit, all of which are highly liquid investments. Due to the short-term nature of our investment portfolio, we do not believe that an immediate 10% increase in interest rates would have a material effect on the fair value of our portfolio. Since we believe we have the ability to liquidate this portfolio, we do not expect our operating results or cash flows to be materially affected to any significant degree by a sudden change in market interest rates on our investment portfolio. Additionally, as of September 30, 2015, 100% of our outstanding debt is in fixed rate instruments or instruments which have capped rates. Therefore, our exposure to the impact of variable interest rates is limited. Changes in interest rates may significantly change the fair value of our embedded derivative liabilities.

Foreign Currency Risk

Most of our sales contracts are principally denominated in U.S. dollars and, therefore, our revenues are currently not subject to significant foreign currency risk. The functional currency of our wholly-owned consolidated subsidiary in Brazil is the local currency (Brazilian real) in which recurring business transactions occur. We do not use currency exchange contracts as hedges against amounts permanently invested in our foreign subsidiary. The amount we consider permanently invested in our foreign subsidiary and translated into U.S. dollars using the September 30, 2015 exchange rate is $94.8 million as of September 30, 2015 and $134.4 million at December 31, 2014. The decrease in the permanent investments in our foreign subsidiary between December 31, 2014 and September 30, 2015 is due to the appreciation of the U.S. dollar versus the Brazilian real. The potential loss in value, which would be principally recognized in Other Comprehensive Loss, resulting from a hypothetical 10% adverse change in quoted Brazilian real exchange rates, is $9.5 million and $13.4 million as of September 30, 2015 and December 31, 2014, respectively. Actual results may differ.

We make limited use of derivative instruments, which include currency interest rate swap agreements, to manage the Company's exposure to foreign currency exchange rate and interest rate related to the Company's Banco Pine loan. In June 2012, we entered into a currency interest rate swap arrangement with Banco Pine for R$22.0 million (approximately US$5.5 million based on the exchange rate as of September 30, 2015). The swap arrangement exchanges the principal and interest payments under the Banco Pine loan entered into in July 2012 for alternative principal and interest payments that are subject to adjustment based on fluctuations in the foreign exchange rate between the U.S. dollar and Brazilian real. The swap has a fixed interest rate of 3.94%. This arrangement hedges the fluctuations in the foreign exchange rate between the U.S. dollar and Brazilian real.

We analyzed our foreign currency exposure to identify assets and liabilities denominated in other currencies. For those assets and liabilities, we evaluated the effects of a 10% shift in exchange rates between those currencies and the U.S. dollar. We have determined that there would be an immaterial effect on our results of operations from such a shift.

Commodity Price Risk

Our primary exposure to market risk for changes in commodity prices currently relates to our purchases of sugar feedstocks. When possible, we manage our exposure to this risk primarily through the use of supplier pricing agreements.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer (or "CEO") and chief financial officer (or "CFO"), evaluated the effectiveness of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15(e) under the Securities Exchange Act of 1934, as amended (or the "Exchange Act"), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our CEO and CFO concluded that, as of September 30, 2015, our disclosure controls and procedures are designed and are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during our third fiscal quarter ended September 30, 2015 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on the Effectiveness of Internal Controls

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

PART II

ITEM 1. LEGAL PROCEEDINGS

We may be involved, from time to time, in legal proceedings and claims arising in the ordinary course of our business. Such matters are subject to many uncertainties and there can be no assurance that legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, results of operations, financial position or cash flows.

ITEM 1A. RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information set forth in this Quarterly Report on Form 10-Q, which could materially affect our business, financial condition or future results. If any of the following risks actually occurs, our business, financial condition, results of operations and future prospects could be materially and adversely harmed. The trading price of our common stock could decline due to any of these risks, and, as a result, you may lose all or part of your investment.

Risks Related to Our Business

We have incurred losses to date, anticipate continuing to incur losses in the future, and may never achieve or sustain profitability.

We have incurred significant losses in each year since our inception and believe that we will continue to incur losses and negative cash flow from operations into at least 2016. As of September 30, 2015, we had an accumulated deficit of $995.2 million and had cash, cash equivalents and short term investments of $11.9 million. We have significant outstanding debt and contractual obligations related to capital and operating leases, as well as purchase commitments of $2.0 million. As of September 30, 2015, our debt totaled $153.8 million, net of discount of $17.3 million, of which $20.9 million matures within the next twelve months. In addition to upcoming debt maturities, our debt service obligations over the next twelve months are significant and may include potential early conversion payments of up to approximately $18.9 million (assuming all note holders convert) that could become due at any time after May 15, 2015 under our outstanding convertible promissory notes sold on May 22, 2014 pursuant to Rule 144A of the Securities Act (or the "144A Notes"). Furthermore, our debt agreements contain various covenants, including restrictions on business that could cause us to be at risk of defaults. We expect to incur additional costs and expenses related to the continued development and expansion of our business, including construction and operation of our manufacturing facilities, contract manufacturing, research and development operations, and operation of our pilot plants and demonstration facility. There can be no assurance that we will ever achieve or sustain profitability on a quarterly or annual basis.

We have limited experience producing our products at commercial scale and may not be able to commercialize our products to the extent necessary to sustain and grow our current business.

To commercialize our products, we must be successful in using our yeast strains to produce target molecules at commercial scale and at a commercially viable cost. If we cannot achieve commercially-viable production economics for enough products to support our business plan, including through establishing and maintaining sufficient production scale and volume, we will be unable to achieve a sustainable integrated renewable products business. Virtually all of our production capacity is through a purpose-built, large-scale production plant in Brotas, Brazil. This plant commenced operations in 2013, and scaling and running the plant has been, and continues to be, a time-consuming, costly, uncertain and expensive process. Given our limited experience commissioning and operating our own manufacturing facilities and our limited financial resources, we cannot be sure that we will be successful in achieving production economics that allow us to meet our plans for commercialization of various products we intend to offer. In addition, until very recently we have only produced Biofene at the Brotas plant. Our attempts to scale production of new molecules at the plant are subject to uncertainty and risk. For example, even to the extent we successfully complete product development in our laboratories and pilot and demonstration facilities, and at contract manufacturing facilities, we may be unable to translate such success to large-scale, purpose-built plants. If this occurs, our ability to commercialize our technology will be adversely affected and we may be unable to produce and sell any significant volumes of our products. Also, with respect to products that we are able to bring to market, we may not be able to lower the cost of production, which would adversely affect our ability to sell such products profitably.

We will require significant inflows of cash from financing and collaboration transactions to fund our anticipated operations and to service our debt obligations and may not be able to obtain such financing and collaboration funding on favorable terms, if at all.

Our planned 2015 and 2016 working capital needs, our planned operating and capital expenditures for 2015 and 2016, and our ability to service our outstanding debt obligations are dependent on significant inflows of cash from existing and new collaboration partners and cash contribution from growth in renewable product sales. We will continue to need to fund our research and development and related activities and to provide working capital to fund production, storage, distribution and other aspects of our business. Some of our anticipated financing sources, such as research and development collaborations, are subject to the risk that we cannot meet milestones, that the collaborations may end prematurely for reasons that may be outside of our control (including technical infeasibility of the project or a collaborator's right to terminate without cause), or the collaborations are not yet subject to definitive agreements or mandatory funding commitments and, if needed, we may not be able to secure additional types of financing in a timely manner or on reasonable terms, if at all. The inability to generate sufficient cash flow, as described above, could have an adverse effect on our ability to continue with our business plans and our status as a going concern.

If we are unable to raise additional financing, or if other expected sources of funding are delayed or not received, we would take the following actions as early as the fourth quarter of 2015 to support our liquidity needs through the remainder of 2015 and into 2016:

- Effect significant headcount reductions, particularly with respect to employees not connected to critical or contracted activities across all functions of the Company, including employees involved in general and administrative, research and development, and production activities.
- Shift focus to existing products and customers with significantly reduced investment in new product and commercial development efforts.
- Reduce production activity at our Brotas manufacturing facility to levels only sufficient to satisfy volumes required for product revenues forecast from existing products and customers.
- Reduce expenditures for third party contractors, including consultants, professional advisors and other vendors.
- Reduce or delay uncommitted capital expenditures, including non-essential facility and lab equipment, and information technology projects.
- Closely monitor the Company working capital position with customers and suppliers, as well as suspend operations at pilot plants and demonstration facilities.

Implementing this plan could have a negative impact on our ability to continue our business as currently contemplated, including, without limitation, delays or failures in our ability to:

- Achieve planned production levels;
- Develop and commercialize products within planned timelines or at planned scales; and
- Continue other core activities.

Furthermore, any inability to scale-back operations as necessary, and any unexpected liquidity needs, could create pressure to implement more severe measures. Such measures could have an adverse effect on our ability to meet contractual requirements, including obligations to maintain manufacturing operations, and increase the severity of the consequences described above.

Future revenue is difficult to predict, and our failure to predict revenue accurately may cause our results to be below our expectations or those of analysts or investors and could result in our stock price declining.

Our revenues are comprised of product revenues and grants and collaborations revenues. We generate the substantial majority of our product revenues from sales to distributors or collaborators and only a small portion from direct sales. Our collaboration and distribution agreements do not include any specific purchase obligations. The sales volume of our products in any given period has been difficult to predict. A significant portion of our product sales is dependent upon the interest and ability of third party distributors to create demand for, and generate sales of, such products to end-users. For example, if such distributors are unsuccessful in creating pull-through demand for our products with their customers, such distributors may purchase less of our products from us than we expect. In addition, many of our new and novel products are intended to be a component of other companies' products; therefore, sales of our products may be contingent on our collaborators' and/or customers' timely and successful development and commercialization of end-use products that incorporate our products. Furthermore, we are beginning to market and sell some of our products directly to end-consumers, initially in the cosmetics and industrial cleaning markets. Because we have no prior experience in marketing and selling directly to consumers, it is difficult to predict how successful our efforts will be and we may not achieve the product sales we expect to achieve in the timeline we anticipate (if at all).

In addition, we have entered into, and continue to look for, research and development collaboration arrangements pursuant to which we receive payments from our collaborators. Some of such collaboration arrangements include advance payments in consideration for grants of exclusivity or research efforts to be performed by us. It has in the past been difficult for us to know with certainty when we will sign a new collaboration arrangement. As a result, achievement of our quarterly and annual goals, expressed in part via a non-GAAP financial measure that we refer to as cash revenue inflows consisting of GAAP product revenues plus cash payments from collaborations and grants, has been difficult to predict with certainty. Once a collaboration agreement has been signed, receipt of payments and/or recognition of related revenues may depend on our achievement of milestones. In addition, a portion of the revenue we report each quarter results from the recognition of deferred revenue from advance payments we have received from these collaborators during previous quarters. Since our business model depends in part on collaboration agreements with advance payments that we recognize over time, it may also be difficult for us to rapidly increase our revenues through additional collaborations in any period, as revenue from such new collaborations will often be recognized over multiple quarters or years.

These factors have made it difficult to predict future revenue and have resulted in our revenue being below our previously announced guidance or analysts' estimates. We continue to face these risks in the future, which may cause our stock price to decline.

A limited number of distributors, customers and collaboration partners account for a significant portion of our revenue, and the loss of major distributors, customers or collaboration partners could harm our operating results.

Our revenues have varied significantly from quarter to quarter and are dependent on sales to, and collaborations with, a limited number of distributors, customers and/or collaboration partners. We cannot be certain that distributors, customers and/or collaboration partners that have accounted for significant revenue in past periods, individually or as a group, will continue to generate similar revenue in any future period. If we fail to renew with, or if we lose a major distributor, customer or collaborator or group of distributors, customers or collaborators, our revenue could decline if we are unable to replace the lost revenue with revenue from other sources.

Our existing financing arrangements may cause significant risks to our stockholders and may impact our ability to pursue certain transactions and operate our business.

As of September 30, 2015, our debt totaled $153.8 million, net of discount of $17.3 million, of which $20.9 million matures within the next twelve months. Our cash balance is substantially less than the principal amount of such debt, and we will be required to generate cash from operations or raise additional working capital through future financings or sales of assets to enable us to repay this indebtedness as it becomes due. There can be no assurance that we will be able to do so.

In addition, we have agreed to significant covenants in connection with our debt financing transactions. For example, our loan facility with Hercules Technology Growth Capital, Inc. ("Hercules") required us to maintain unrestricted, unencumbered cash in U.S. bank accounts in an amount equal to at least 50% of the principal amount outstanding under this facility. We have received a waiver from Hercules with respect to our non-compliance with such covenants. A failure to comply with the covenants and other provisions of our debt instruments, including any failure to make a payment when required would generally result in events of default under such instruments, which could permit acceleration of such indebtedness. If such indebtedness is accelerated, it would generally also constitute an event of default under our other outstanding indebtedness permitting acceleration of such other outstanding indebtedness. Any required repayment of our indebtedness as a result of acceleration or otherwise would lower our current cash on hand such that we would not have those funds available for use in our business or for payment of other outstanding indebtedness.

If we are at any time unable to generate sufficient cash flow from operations to service our indebtedness when payment is due, we may be required to attempt to renegotiate the terms of the instruments relating to the indebtedness, seek to refinance all or a portion of the indebtedness or obtain additional financing. There can be no assurance that we will be able to successfully renegotiate such terms, that any such refinancing would be possible or that any additional financing could be obtained on terms that are favorable or acceptable to us. Any debt financing that is available could cause us to incur substantial costs and subject us to covenants that significantly restrict our ability to conduct our business. If we seek to complete additional equity financings, the interests of existing equity holders will be diluted.

In addition, the covenants in our debt agreements materially limit our ability to take certain actions, including our ability to incur indebtedness, pay dividends, and make certain investments and other payments, enter into certain mergers and consolidations, and encumber and dispose of assets. For example, the purchase agreement for the Tranche I and Tranche II Notes requires us to obtain the consent of a majority of the purchasers of these notes before completing any change-of-control transaction, or purchasing assets in one transaction or a series of related transactions in an amount greater than $20.0 million, in each case while the notes are outstanding. The holders of these notes also have pro rata rights under which they could cancel up to the full amount of their outstanding notes to pay for equity securities that we issue in certain financings, which could delay or prevent us from completing such financings.

Our substantial leverage could adversely affect our ability to fulfill our obligations under our existing indebtedness and may place us at a competitive disadvantage in our industry.

Even with the completion of the Exchange, we continue to have substantial debt outstanding and we may incur additional indebtedness from time to time to finance working capital, product development efforts, strategic acquisitions, investments and alliances, capital expenditures or other general corporate purposes, subject to the restrictions contained in our existing indebtedness and in any other agreements under which we incur indebtedness. Our significant indebtedness and debt service requirements could adversely affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities. For example, our high level of indebtedness presents the following risks:

- we will be required to use a substantial portion of our cash flow from operations to pay principal and interest on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, product development efforts, acquisitions, investments and strategic alliances and other general corporate requirements;

- our substantial leverage increases our vulnerability to economic downturns and adverse competitive and industry conditions and could place us at a competitive disadvantage compared to those of our competitors that are less leveraged;

- our debt service obligations could limit our flexibility in planning for, or reacting to, changes in our business and our industry and could limit our ability to pursue other business opportunities, borrow more money for operations or capital in the future and implement our business strategies;

- our level of indebtedness and the covenants within our debt instruments may restrict us from raising additional financing on satisfactory terms to fund working capital, capital expenditures, product development efforts, strategic acquisitions, investments and alliances, and other general corporate requirements; and

- our substantial leverage may make it difficult for us to attract additional financing when needed.

If we are at any time unable to generate sufficient cash flow from operations to service our indebtedness when payment is due, we may be required to attempt to renegotiate the terms of the instruments relating to the indebtedness, seek to refinance all or a portion of the indebtedness or obtain additional financing. There can be no assurance that we will be able to successfully renegotiate such terms, that any such refinancing would be possible or that any additional financing could be obtained on terms that are favorable or acceptable to us.

A failure to comply with the covenants and other provisions of our debt instruments, including any failure to make a payment when required, could result in events of default under such instruments, and which could permit acceleration of such indebtedness. If such indebtedness is accelerated, it could also constitute an event of default under our other outstanding indebtedness. Any required repayment of our indebtedness as a result of acceleration or otherwise would lower our current cash on hand such that we would not have those funds available for use in our business or for payment on the notes.

Our GAAP operating results could fluctuate substantially due to the accounting for the early conversion payment features of outstanding convertible promissory notes.

Several of our outstanding convertible debt instruments are accounted for under Accounting Standards Codification 815, Derivatives and Hedging (or ASC 815) as an embedded derivative. For instance, with respect to our 144A Notes, if the holders elect convert their 144A Notes on or after May 15, 2015, and if the last reported sale price of our common stock for 20 or more trading days (whether or not consecutive) in a period of 30 consecutive trading days ending within five trading days immediately prior to the date we receive a notice of such election exceeds the conversion price in effect on each such trading day, such converting holders will receive an early conversion payment equal to the present value of the remaining scheduled payments of interest that would have been made on the 144A Notes being converted from the earlier of the date that is three years after the date we receive such notice of conversion and maturity of the 144A Notes. The early conversion payment feature of the 144A Notes is accounted for under ASC 815 as an embedded derivative. ASC 815 requires companies to bifurcate conversion options from their host instruments and account for them as free standing derivative financial instruments according to certain criteria. The fair value of the derivative is remeasured to fair value at each balance sheet date, with a resulting non-cash gain or loss related to the change in the fair value of the derivative being charged to earnings (loss). We have determined that we must bifurcate and account for the Early Conversion Payment feature of the notes as an embedded derivative in accordance with ASC 815. We have recorded this embedded derivative liability as a non-current liability on our consolidated balance sheet with a corresponding debt discount at the date of issuance that is netted against the principal amount of the 144A Notes. The derivative liability is remeasured to fair value at each balance sheet date, with a resulting non-cash gain or loss related to the change in the fair value of the derivative liability being recorded in other income and loss. There is no current observable market for this type of derivative and, as such, we determine the fair value of the embedded derivative using the binomial lattice model. The valuation model uses the stock price, conversion price, maturity date, risk-free interest rate, estimated stock volatility and estimated credit spread. Changes in the inputs for these valuation models may have a significant impact on the estimated fair value of the embedded derivative liabilities. For example, an increase in the company's stock price results in an increase in the estimated fair value of the embedded derivative liabilities. The embedded derivative liability may have, on a GAAP basis, a substantial effect on our balance sheet from quarter to quarter and it is difficult to predict the effect on our future GAAP financial results, since valuation of these embedded derivative liabilities are based on factors largely outside of our control and may have a negative impact on our earnings and balance sheet.

If our major production facilities do not successfully commence or scale up operations, our customer relationships, business and results of operations may be adversely affected.

A substantial component of our planned production capacity in the near and long term depends on successful operations at our initial and planned large-scale production plants in Brazil. We are in the early stages of operating our first purpose-built, large-scale production plant in Brotas, Brazil and may complete construction of certain other facilities in the coming years. Delays or problems in the construction, start-up or operation of these facilities will cause delays in our ramp-up of production and hamper our ability to reduce our production costs. Delays in construction can occur due to a variety of factors, including regulatory requirements and our ability to fund construction and commissioning costs. For example, in 2012 we determined it was necessary to delay further construction of our large-scale manufacturing facility with São Martinho in order to focus on the construction and commissioning of our Brotas facility. Once our large-scale production facilities are built, we must successfully commission them and they must perform as we have designed them. If we encounter significant delays, cost overruns, engineering issues, contamination problems, equipment or raw material supply constraints, unexpected equipment maintenance requirements, safety issues, work stoppages or other serious challenges in bringing these facilities online and operating them at commercial scale, we may be unable to produce our initial renewable products in the time frame we have planned. For example, we have just begun using our plant at Brotas to produce molecules beyond Biofene, and we have, until recently, only successfully produced Biofene at scale at the plant. In order to produce additional molecules at Brotas, we have been and will be required to perform thorough transition activities, and modify the design of the plant. Any modifications to the production plant could cause complications in the start-up and operations of the plant, which could result in delays or failures in production. We may also need to continue to use contract manufacturing sources more than we expect (e.g., if the modifications to the Brotas plant are not successful or have a negative impact on the plant's operations), which would reduce our anticipated gross margins and may prevent us from accessing certain markets for our products. Further, if our efforts to increase (or commence, as the case may be) production at these facilities are not successful, other mill owners in Brazil or elsewhere may decide not to work with us to develop additional production facilities, demand more favorable terms or delay their commitment to invest capital in our production.

Our reliance on the large-scale production plant in Brotas, Brazil subjects us to execution and economic risks.

Our decision to focus our efforts for production capacity on the manufacturing facility in Brotas, Brazil means that we have limited manufacturing sources for our products in 2015 and beyond. Accordingly, any failure to establish operations at that plant could have a significant negative impact on our business, including our ability to achieve commercial viability for our products. With the facility in Brotas, Brazil, we are, for the first time, operating a commercial fermentation and separation facility ourselves. We may face unexpected difficulties associated with the operation of the plant. For example, we have in the past, at certain contract manufacturing facilities and at the Brotas facility, encountered delays and difficulties in ramping up production based on contamination in the production process, problems with plant utilities, lack of automation and related human error, issues arising from process modifications to reduce costs and adjust product specifications or transition to producing new molecules, and other similar challenges. We cannot be certain that we will be able to remedy all of such challenges quickly or effectively enough to achieve commercially viable near-term production costs and volumes.

To the extent we secure collaboration arrangements with new or existing partners, we may be required to make significant capital investments at our existing or new facilities in order to produce molecules or other products for such collaborations. Any failure or difficulties in establishing, building up or retooling our operations for these new collaboration arrangements could have a significant negative impact on our business, including our ability to achieve commercial viability for our products, lead to the inability to meet our contractual obligations and could cause us to allocate capital, personnel and other resources from our organization which could adversely affect our business and reputation.

As part of our arrangement to build the plant in Brotas, Brazil we have an agreement with Tonon Bioenergia S.A. (formerly Paraíso Bioenergia and referred to herein as Tonon) to purchase from Tonon sugarcane juice corresponding to a certain number of tons of sugarcane per year, along with specified water and vapor volumes. Until this annual volume is reached, we are restricted from purchasing sugarcane juice for processing in the facility from any third party, subject to limited exceptions, unless we pay the premium to Tonon that we would have paid if we bought the juice from them. As such, we will be relying on Tonon to supply such juice and utilities on a timely basis, in the volumes we need, and at competitive prices. If a third party can offer superior prices and Tonon does not consent to our purchasing from such third party, we would be required to pay Tonon the applicable premium, which would have a negative impact on our production cost. Furthermore, we agreed to pay a price for the juice that is based on the lower of the cost of two other products produced by Tonon using such juice, plus a premium. Tonon may not want to sell sugarcane juice to us if the price of one of the other products is substantially higher than the one setting the price for the juice we purchase. While the agreement provides that Tonon would have to pay a penalty to us if it fails to supply the agreed-upon volume of juice for a given month, the penalty may not be enough to compensate us for the increased cost if third-party suppliers do not offer competitive prices. Also, if the prices of the other products produced by Tonon increase, we could be forced to pay those increased prices for production without a related increase in the price at which we can sell our products, reducing or eliminating any margins we can otherwise achieve. If in the future these supply terms no longer provide a viable economic structure for the operation in Brotas, Brazil we may be required to renegotiate our agreement, which could result in manufacturing disruptions and delays.

Furthermore, as we continue to scale up production of our products, both through contract manufacturers and at our large-scale production plant in Brotas, Brazil, we may be required to store increasing amounts of our products for varying periods of time and under differing temperatures or other conditions that cannot be easily controlled, which may lead to a decrease in the quality of our products and their utility profiles and could adversely affect their value. If our stored products degrade in quality, we may suffer losses in inventory and incur additional costs in order to further refine our stored products or we may need to make new capital investments in shipping, improved storage or sales channels and related logistics.

Our joint venture with São Martinho S.A. subjects us to certain legal and financial terms that could adversely affect us.

We have various agreements with Sao Martinho S.A. (or SMSA) that contemplate construction of another large-scale manufacturing facility as a joint venture in Brazil. Under these agreements, we are responsible for designing and managing the construction project, and are responsible for the initial construction costs. We projected the construction costs of the project to be approximately $100.0 million. While we completed a significant portion of the construction of the plant before 2012, we delayed further construction and commissioning of the plant while we constructed and commissioned our production plant in Brotas, Brazil and we expect to continue to defer the project for SMA Indústria Química (or SMA), a joint venture with SMSA, for the near term based on economic considerations and to allow us to focus on operations at our production plant in Brotas, Brazil. We entered into an amendment to the joint venture agreement with SMSA in February 2014 which updated and documented certain preexisting business plan requirements related to the start-up of construction at the plant and set forth, among other things, (i) the extension of the deadline for the commencement of operations at the joint venture operated plant to no later than 18 months following the construction of the plant, which is required to occur no later than March 31, 2017, and (ii) the extension of an option held by SMSA to build a second large-scale farnesene production facility to no later than December 31, 2018 with the commencement of operations at such second facility to occur no later than April 1, 2019. In July 2015, we announced that we were in discussions with SMSA regarding the continuation of the joint venture. Specifically, we and SMSA agreed to continue the joint venture pending discussions through August 31, 2015 in order to evaluate the best investment options available to optimize returns and provide balanced economics for both parties.

A termination of our joint venture with São Martinho S.A. will subject us to additional costs and expenses and has resulted in impairment of assets.

We expect our joint venture with São Martinho S.A. (or SMSA) to be terminated and we expect to incur expenses and have incurred a non-cash impairment charge for the quarter ended September 30, 2015 based on that assessment. Since April 2010, we have been party to various agreements with SMSA that contemplated construction of large-scale manufacturing facility as a joint venture in Brazil. Under these agreements, we were responsible for designing and managing the construction project, and for the initial construction costs. While we completed a significant portion of the construction of the plant before 2012, we delayed further construction and commissioning of the plant while, based on economic considerations, we constructed and commissioned our production plant in Brotas, Brazil. We entered into an amendment to the joint venture agreement with SMSA in February 2014 that updated and documented certain preexisting business plan requirements related to the start-up of construction at the plant and set forth, among other things, (i) the extension of the deadline for the commencement of operations at the joint venture operated plant to no later than 18 months following the construction of the plant, which is required to occur no later than March 31, 2017, and (ii) the extension of an option held by SMSA to build a second large-scale farnesene production facility to no later than December 31, 2018 with the commencement of operations at such second facility to occur no later than April 1, 2019. In July 2015, we announced that we were in discussions with SMSA regarding the continuation of the joint venture. Specifically, we and SMSA agreed to continue the joint venture pending discussions through August 31, 2015 in order to evaluate the best investment options available to optimize returns and provide balanced economics for both parties. During that period and in the period since August 31, 2015, we have been in discussions with SMSA regarding the joint venture status and now expect to enter into agreements in 2015 documenting a planned termination of the joint venture. Under existing agreements, upon termination of the joint venture, we are obligated to purchase SMSA's interest in SMA in accordance with the joint venture agreements and transfer assets from SMSA's site. We believe that the termination of the joint venture will not have an adverse impact on our revenues or operations, and that our existing manufacturing plant at Brotas in Brazil provides us with sufficient capacity to meet our near and mid-term business needs. Based on our current expectations regarding the termination of the joint venture under agreements that are being negotiated, and on an impairment analysis conducted for the quarter ended September 30, 2015, we incurred a non-cash impairment charge of $7.3 million for the quarter.

Loss or termination of contract manufacturing relationships could harm our ability to meet our production goals.

As we have focused on building and commissioning our own plant and improving our production economics, we have reduced our use of contract manufacturing and have terminated relationships with some of our contract manufacturing partners. The failure to have multiple available supply options for farnesene or other target molecules could create a risk for us if a single source or a limited number of sources of manufacturing runs into operational issues. In addition, if we are unable to secure the services of contract manufacturers when and as needed, we may lose customer opportunities and the growth of our business may be impaired. We cannot be sure that contract manufacturers will be available when we need their services, that they will be willing to dedicate a portion of their capacity to our projects, or that we will be able to reach acceptable price and other terms with them for the provision of their production services. If we shift priorities and adjust anticipated production levels (or cease production altogether) at contract manufacturing facilities, such adjustments or cessations could also result in disputes or otherwise harm our business relationships with contract manufacturers. In addition, reducing or stopping production at one facility while increasing or starting up production at another facility generally results in significant losses of production efficiency, which can persist for significant periods of time. Also, in order for production to commence under our contract manufacturing arrangements, we generally must provide equipment, and we cannot be assured that such equipment can be ordered or installed on a timely basis, at acceptable costs, or at all. Further, in order to establish new manufacturing facilities, we need to transfer our yeast strains and production processes from lab to commercial plants controlled by third parties, which may pose technical or operational challenges that delay production or increase our costs.

Our use of contract manufacturers exposes us to risks relating to costs, contractual terms and logistics.

While we have commenced commercial production at the Brotas, Brazil plant, we continue to commercially produce, process and manufacture some specialty molecules through the use of contract manufacturers, and we anticipate that we will continue to use contract manufacturers for the foreseeable future for chemical conversion and production of end-products and, to mitigate cost and volume risks at our large-scale production facilities, for production of Biofene and other fermentation target compounds. Establishing and operating contract manufacturing facilities requires us to make significant capital expenditures, which reduces our cash and places such capital at risk. For example, based on an evaluation of our assets associated with contract manufacturing facilities and anticipated levels of use of such facilities, we recorded zero from write-off of assets related to contract manufacturing (included in loss on purchase commitments and write off of property, plant and equipment of approximately zero for the three months ended September 30, 2015 and $1.8 million for the year ended December 31, 2014). Also, contract manufacturing agreements may contain terms that commit us to pay for capital expenditures and other costs incurred or expected to be earned by the plant operators and owners, which can result in contractual liability and losses for us even if we terminate a particular contract manufacturing arrangement or decide to reduce or stop production under such an arrangement. For example, in June 2013, we entered into a termination agreement with a contract manufacturer that required us to make payments totaling $8.8 million in 2013, of which $3.6 million was to satisfy outstanding obligations and $5.2 million was in lieu of additional payments otherwise owed.

The locations of contract manufacturers can pose additional cost, logistics and feedstock challenges. If production capacity is available at a plant that is remote from usable chemical finishing or distribution facilities, or from customers, we will be required to incur additional expenses in shipping products to other locations. Such costs could include shipping costs, compliance with export and import controls, tariffs and additional taxes, among others. In addition, we may be required to use feedstock from a particular region for a given production facility. The feedstock available in a particular region may not be the least expensive or most effective feedstock for production, which could significantly raise our overall production cost or reduce our product's quality until we are able to optimize the supply chain.

If we are unable to reduce our production costs, we may not be able to produce our products at competitive prices and our ability to grow our business will be limited.

In order to be competitive in the markets we are targeting, our products must have superior qualities or be competitively priced relative to alternatives available in the market. Currently, our costs of production are not low enough to allow us to offer some of our planned products at competitive prices relative to alternatives available in the market. Our production costs depend on many factors that could have a negative effect on our ability to offer our planned products at competitive prices, including, in particular, our ability to establish and maintain sufficient production scale and volume, and feedstock cost. For example, see "We have limited experience producing our products at commercial scale and may not be able to commercialize our products to the extent necessary to sustain and grow our current business," "Our manufacturing operations require sugar feedstock, and the inability to obtain such feedstock in sufficient quantities or in a timely manner, or at reasonable prices, may limit our ability to produce products profitably or at all," and "The price of sugarcane and other feedstocks can be volatile as a result of changes in industry policy and may increase the cost of production of our products."

We face financial risk associated with scaling up production to reduce our production costs. To reduce per-unit production costs, we must increase production to achieve economies of scale and to be able to sell our products with positive margins. However, if we do not sell production output in a timely manner or in sufficient volumes, our investment in production will harm our cash position and generate losses. Additionally, we may incur added costs in storage and we may face issues related to the decrease in quality of our stored products, which could adversely affect the value of such products. Since achieving competitive product prices generally requires increased production volumes and our manufacturing operations and cash flows from sales are in their early stages, we have had to produce and sell products at a loss in the past, and may continue to do so as we build our business. If we are unable to achieve adequate revenues from a combination of product sales and other sources, we may not be able to invest in production and we may not be able to pursue our business plans.

Key factors beyond production scale and feedstock cost that impact our production costs include yield, productivity, separation efficiency and chemical process efficiency. Yield refers to the amount of the desired molecule that can be produced from a fixed amount of feedstock. Productivity represents the rate at which our product is produced by a given yeast strain. Separation efficiency refers to the amount of desired product produced in the fermentation process that we are able to extract and the time that it takes to do so. Chemical process efficiency refers to the cost and yield for the chemical finishing steps that convert our target molecule into a desired product. In order to successfully enter transportation fuels and certain chemical markets, we must produce those products at significantly lower costs, which will require both substantially higher yields than we have achieved to date and other significant improvements in production efficiency, including in productivity and in separation and chemical process efficiencies. There can be no assurance that we will be able to make these improvements or reduce our production costs sufficiently to offer our planned products at competitive prices, and any such failure could have a material adverse impact on our business and prospects.

Our ability to establish substantial commercial sales of our products is subject to many risks, any of which could prevent or delay revenue growth and adversely impact our customer relationships, business and results of operations.

There can be no assurance that our products will be approved or accepted by customers, that customers will choose our products over competing products, or that we will be able to sell our products profitably at prices and with features sufficient to establish demand. The markets we have entered first are primarily those for specialty chemical products used by large consumer products or specialty chemical companies. In entering these markets, we have sold and we intend to sell our products as alternatives to chemicals currently in use, and in some cases the chemicals that we seek to replace have been used for many years. The potential customers for our molecules generally have well developed manufacturing processes and arrangements with suppliers of the chemical components of their products and may have a resistance to changing these processes and components. These potential customers frequently impose lengthy and complex product qualification procedures on their suppliers, influenced by consumer preference, manufacturing considerations such as process changes and capital and other costs associated with transitioning to alternative components, supplier operating history, established business relationships and agreements, regulatory issues, product liability and other factors, many of which are unknown to, or not well understood by, us. Satisfying these processes may take many months or years. If we are unable to convince these potential customers (and the consumers who purchase products containing such chemicals) that our products are comparable to the chemicals that they currently use or that the use of our products is otherwise to their benefits, we will not be successful in entering these markets and our business will be adversely affected.

In order for our diesel fuel to be accepted in various countries around the world, a significant number of diesel engine manufacturers or operators of large trucking fleets, must determine that the use of our fuels in their equipment will not invalidate product warranties and that they otherwise regard our diesel fuel as an acceptable fuel so that our diesel fuel will have appropriately large and accessible addressable markets. In addition, we must successfully demonstrate to these manufacturers that our fuel does not degrade the performance or reduce the life cycle of their engines or cause them to fail to meet applicable emissions standards. These certification processes include fuel analysis modeling and the testing of engines and their components to ensure that the use of our diesel fuel does not degrade performance or reduce the lifecycle of the engine or cause them to fail to meet applicable emissions standards.

Additionally, we may be subject to product safety testing and may be required to meet certain regulatory and/or product safety standards. Meeting these standards can be a time consuming and expensive process, and we may invest substantial time and resources into such qualification efforts without ultimately securing approval. To date, our diesel fuel has achieved limited approvals from certain engine manufacturers, but we cannot be assured that other engine or vehicle manufacturers or fleet operators, will approve usage of our fuels. To distribute our diesel fuel, we must also meet requirements imposed by pipeline operators and fuel distributors. If these operators impose volume or other limitations on the transport of our fuels, our ability to sell our fuels may be impaired.

Our ability to enter the fuels market is also dependent upon our ability to continue to achieve the required regulatory approvals in the global markets in which we will seek to sell our fuel products. These approvals primarily involve clearance by the relevant environmental agencies in the particular jurisdiction and are described below under the risk factors, "Our use of genetically-modified feedstocks and yeast strains to produce our products subjects us to risks of regulatory limitations and rejection of our products," "We may not be able to obtain regulatory approval for the sale of our renewable products," and "We may incur significant costs complying with environmental laws and regulations, and failure to comply with these laws and regulations could expose us to significant liabilities."

We expect to face competition for our specialty chemical and transportation fuels products from providers of petroleum-based products and from other companies seeking to provide alternatives to these products, and if we cannot compete effectively against these companies or products we may not be successful in bringing our products to market or further growing our business after we do so.

We expect that our renewable products will compete with both the traditional, largely petroleum-based specialty chemical and fuels products that are currently being used in our target markets and with the alternatives to these existing products that established enterprises and new companies are seeking to produce.

In the specialty chemical markets that we are initially entering, and in other chemical markets that we may seek to enter in the future, we will compete primarily with the established providers of chemicals currently used in products in these markets. Producers of these incumbent products include global oil companies, large international chemical companies and companies specializing in specific products, such as squalane or essential oils. We may also compete in one or more of these markets with products that are offered as alternatives to the traditional petroleum-based or other traditional products being offered in these markets.

In the transportation fuels market, we expect to compete with independent and integrated oil refiners, advanced biofuels companies and biodiesel companies. Refiners compete with us by selling traditional fuel products and some are also pursuing hydrocarbon fuel production using non-renewable feedstocks, such as natural gas and coal, as well as processes using renewable feedstocks, such as vegetable oil and biomass. We also expect to compete with companies that are developing the capacity to produce diesel and other transportation fuels from renewable resources in other ways. These include advanced biofuels companies using specific enzymes that they have developed to convert cellulosic biomass, which is non-food plant material such as wood chips, corn stalks and sugarcane bagasse, into fermentable sugars. Similar to us, some companies are seeking to use engineered microbes, such as yeast, bacteria and algae, to convert sugars, in some cases from cellulosic biomass and in others from more refined sugar sources, into renewable diesel and other fuels. Biodiesel companies convert vegetable oils and animal oils into diesel fuel and some are seeking to produce diesel and other transportation fuels using thermochemical methods to convert biomass into renewable fuels.

With the emergence of many new companies seeking to produce chemicals and fuels from alternative sources, we may face increasing competition from alternative fuels and chemicals companies. As they emerge, some of these companies may be able to establish production capacity and commercial partnerships to compete with us. If we are unable to establish production and sales channels that allow us to offer comparable products at attractive prices, we may not be able to compete effectively with these companies.

We believe the primary competitive factors in both the chemicals and fuels markets are:

- product price;
- product performance and other measures of quality;
- infrastructure compatibility of products;
- sustainability; and
- dependability of supply.

The oil companies, large chemical companies and well-established agricultural products companies with whom we compete are much larger than us, have, in many cases, well developed distribution systems and networks for their products, have valuable historical relationships with the potential customers we are seeking to serve and have much more extensive sales and marketing programs in place to promote their products. In order to be successful, we must convince customers that our products are at least as effective as the traditional products they are seeking to replace and we must provide our products on a cost basis that does not greatly exceed these traditional products and other available alternatives. Some of our competitors may use their influence to impede the development and acceptance of renewable products of the type that we are seeking to produce.

We believe that for our chemical products to succeed in the market, we must demonstrate that our products are comparable alternatives to existing products and to any alternative products that are being developed for the same markets based on some combination of product cost, availability, performance, and consumer preference characteristics. With respect to our diesel and other transportation fuels products, we believe that our product must perform as effectively as petroleum-based fuel, or alternative fuels, and be available on a cost basis that does not greatly exceed these traditional products and other available alternatives. In addition, with the wide range of renewable fuels products under development, we must be successful in reaching potential customers and convincing them that ours are effective and reliable alternatives.

Our relationship with our strategic partner, Total, and certain rights we have granted to Total and other existing stockholders in relation to our future securities offerings have substantial impacts on our company.

We have a license, development, research and collaboration agreement with Total, under which we may develop, produce and commercialize products with Total. Under this agreement, Total has a right of first negotiation with respect to certain exclusive commercialization arrangements that we would propose to enter into with third parties, as well as the right to purchase any of our products on terms not less favorable than those offered to or received by us from third parties in any market where Total or its affiliates have a significant market position. These rights might inhibit potential strategic partners or potential customers from entering into negotiations with us about future business opportunities. Total also has the right to terminate this agreement if we undergo a sale or change of control to certain entities, which could discourage a potential acquirer from making an offer to acquire us.

Under certain other agreements with Total related to its original investment in our capital stock, for as long as Total owns 10% of our voting securities, it has rights to an exclusive negotiation period if our Board of Directors decides to sell our company. Total also has the right to designate one director to serve on our Board of Directors. Also, in connection with Total's investments, our certificate of incorporation includes a provision that excludes Total from prohibitions on business combinations between Amyris and an "interested stockholder." These provisions could have the effect of discouraging potential acquirers from making offers to acquire us, and give Total more access to Amyris than other stockholders if Total decides to pursue an acquisition.

Additionally, in connection with subsequent investments by Total in Amyris, we granted Total, among other investors, a right of first investment if we propose to sell securities in a private placement financing transaction. With these rights, Total and other investors may subscribe for a portion of any new financing and require us to comply with certain notice periods, which could discourage other investors from participating, or cause delays, in our ability to close such a financing. Further, Total and other holders of notes issued in the first and second tranches of the August 2013 Financing (or, the Tranche I Notes and Tranche II Notes, respectively) have a right to cancel certain outstanding Tranche I Notes and Tranche II Notes to exercise pro rata rights under the August 2013 SPA. To the extent Total or other investors exercise these rights, it will reduce the cash proceeds we may realize from the relevant financing.

Our joint venture with Total limits our ability to independently develop and commercialize farnesene-based jet fuels.

In July 2012 and December 2013, we entered into a series of agreements with Total to establish a research and development program regarding farnesene-based diesel and jet fuels and to form a joint venture, Total Amyris BioSolutions B.V., or JVCO, to produce and commercialize such products worldwide. In connection with the Exchange, we and Total expect to amend the agreements related to JVCO as follows: (i) increase Total's ownership of JVCO's stock to 75% and decrease our ownership of JVCO's stock to 25%; (ii) limit JVCO's exclusive, worldwide license under our intellectual property to producing and commercializing only farnesene-based jet fuels, subject to an exception for our jet fuels business in Brazil; (iii) grant JVCO an option, exercisable no later than March 1, 2018, to purchase our jet fuels business in Brazil pursuant to an agreed upon valuation process; and (iv) revert all previously granted diesel fuel rights to us. JVCO would retain a right to exercise a non-exclusive license to optimize or engineer yeast strains we use to produce farnesene for JVCO's jet fuels, which license becomes exercisable after July 31, 2016 if we do not achieve technical goals in the underlying farnesene research and development program and do not negotiate an extension by such date. As a result of these licenses, we generally no longer have an independent right to make or sell farnesene-based jet fuels outside of Brazil without the approval of Total. If, for any reason, JVCO is not fully supported, or is not successful, and JVCO does not allow us to pursue farnesene-based jet fuels independently, this joint venture arrangement could impair our ability to develop and commercialize such jet fuels, which could have a material adverse effect on our business and long term prospects. For example, this arrangement could adversely affect our ability to enter or expand in the jet fuel market on terms that would otherwise be more favorable to us independently or with third parties.

On July 26, 2015, the Company entered into a Letter Agreement with Total (the "JVCO Letter Agreement") regarding the restructuring of ownership and rights of Total Amyris BioSolutions B.V., the jointly owned entity incorporated on November 29, 2013 to house the JV ("TAB"), pursuant to which the parties agreed to enter into an Amended and Restated Shareholders' Agreement among the Company, Total and TAB, a Deed of Amendment of Articles of Association of TAB, an Amended & Restated Jet Fuel License Agreement among the Company and TAB, and a License Agreement regarding Diesel Fuel in the EU between the Company and Total, all in order to reflect certain changes to the structure of TAB and license grants and related rights pertaining to TAB (together, with the Pilot Plant Agreement Amendment described below, collectively, the "Commercial Agreements"). The parties agreed to enter into the Commercial Agreements relating to TAB in a closing to occur on or before September 18, 2015, and the Pilot Plant Agreement Amendment was entered into on July 26, 2015.

Under the Commercial Agreements relating to TAB, the Company will grant exclusive (excluding its Brazil jet fuels business), world-wide, royalty-free rights to TAB for commercialization of farnesene- or farnesane-based jet fuel, and the parties agreed that, if TAB wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. TAB would also have an option until March 1, 2018 to purchase the assets of the jet portion of the Company's Brazil fuel business at a price based on the fair value of the commercial assets and the Company's investment in other related assets. TAB will no longer have any licenses or rights with regards to farnesene- or farnesane-based diesel fuel.

In addition, the Company will grant Total an exclusive, royalty-free license for the rights to offer for sale and sell in the European Union ("*EU*") farnesene- or farnesane-based diesel fuel, and the parties agreed that, if Total wishes to purchase farnesene- or farnesane for such business, they would negotiate a supply agreement on a "most-favored" pricing basis. For a to-be-negotiated, commercially reasonable, "most-favored" basis royalty to be paid to Amyris, Total will also have the right to make farnesene- or farnesane anywhere in the world solely for Total to offer for sale and sell it for diesel fuel in the EU.

Further, in accordance with the Commercial Agreements and pursuant to the JVCO Letter Agreement, Total will cancel R&D Notes in an aggregate principal amount of $5.0 million, plus all PIK and accrued interest under all outstanding R&D Notes and a note in the principal amount of Euro 50,000, plus accrued interest, issued by Amyris by Total in connection with the existing TAB capitalization, in exchange for an additional 25% of TAB (giving Total an aggregate ownership stake of 75% of TAB and giving the Company an aggregate ownership stake of 25% of TAB).

Additionally, in connection with the restructuring of the terms of TAB and the other Commercial Agreements, Total and the Company entered into Amendment #1 (the "*Pilot Plant Agreement Amendment*") to that certain Pilot Plant Services Agreement dated as of April 4, 2014 (as amended, the "*Pilot Plant Agreement*") whereby the Company and Total agreed to restructure the payment obligations of Total under the Pilot Plant Agreement. Under the original Pilot Plant Agreement, for a five year period, the Company is providing certain fermentation and downstream separations scale-up services and training to Total and receives an aggregate annual fee payable by Total for all services in the amount of up to approximately $900,000 per annum. Such annual fee is due in three equal installments payable on March 1, July 1 and November 1 each year during the term of the Pilot Plant Agreement. Under the Pilot Plant Agreement Amendment, in connection with the restructuring of TAB discussed above, Amyris agreed to waive a portion of these fees up to approximately $2.0 million, over the term of the Pilot Plant Agreement.

Our farnesene-based diesel fuels license to Total limits our ability to independently develop and commercialize farnesene-based diesel fuels in the European Union.

In conjunction with the reversion to us of the farnesene-based diesel fuel rights previously licensed to JVCO contemplated in connection with the Exchange (as described above), we expect to grant Total an exclusive license under our intellectual property to commercialize farnesene-based diesel fuel in the European Union and a non-exclusive right to produce such diesel fuel worldwide, but solely for sale in the European Union. Similar to our arrangement with JVCO, we would also grant Total a non-exclusive license to optimize or engineer yeast strains used by us to produce farnesene for Total's diesel fuels for the European Union, which license becomes exercisable after July 31, 2016 if we do not achieve technical goals in the underlying farnesene research and development program and do not negotiate an extension by such date. As a result of these licenses, Amyris would generally no longer have an independent right to make or sell farnesene-based diesel fuels in the European Union without the approval of Total. If, for any reason, Total were not successful in selling farnesene-based diesel fuels in the European Union and did not allow us to independently pursue selling farnesene-based diesel fuels there, this arrangement could impair our ability to develop and commercialize such diesel fuels in the European Union, which could have a material adverse effect on our business and long term prospects.

In addition to granting Total the licenses described above, we also agreed that, if we were to experience a change of control or fail to make any required capital contribution to JVCO, Total has a right to buy out our interest in JVCO at fair market value. If Total were to exercise these rights, we would, in effect, relinquish our economic rights to the intellectual property we exclusively licensed to JVCO, and our ability to seek future revenue from farnesene-based jet fuel would be adversely affected (or completely prevented). This could significantly reduce the value of our product offerings and have a material adverse effect on our ability to grow our business in future years.

If we do not meet technical, development and commercial milestones in our collaboration agreements, our future revenue and financial results will be adversely impacted.

We have entered into a number of agreements regarding the further development of certain of our products and, in some cases, for ultimate sale of certain products to the customer under the agreement. None of these agreements affirmatively obligates the other party to purchase specific quantities of any products at this time, and most contain important conditions that must be satisfied before additional research and development funding or product purchases would occur. These conditions include research and development milestones and technical specifications that must be achieved to the satisfaction of our collaborators, which we cannot be certain we will achieve. If we do not achieve these contractual milestones, our revenues and financial results will be adversely affected.

We are subject to risks related to our reliance on collaboration arrangements to fund development and commercialization of our products and the success of such products is uncertain.

For most product markets we are trying to address, we either have or are seeking collaboration partners to fund the research and development, commercialization and production efforts required for the target products. Typically we provide limited exclusive rights and revenue sharing with respect to the production and sale of particular types of products in specific markets in exchange for such up-front funding. These exclusivity, revenue-sharing and other similar terms limit our ability to commercialize our products and technology, and may impact the size of our business or our profitability in ways that we do not currently envision. In addition, revenues from these types of relationships are a key part of our cash plan for 2015 and beyond. If we fail to collect expected collaboration revenues, or to identify and add sufficient additional collaborations to fund our planned operations, we may be unable to fund our operations or pursue development and commercialization of our planned products. To achieve our collaboration revenue targets from year to year, we may be forced to enter into agreements that contain less favorable terms. As part of our current and future collaboration arrangements, we may be required to make significant capital investments at our existing or new facilities in order to produce molecules or other products for such collaborations. Any failure or difficulties in establishing, building up or retooling our operations for these collaboration arrangements could have a significant negative impact on our business, including our ability to achieve commercial viability for our products, lead to the inability to meet our contractual obligations and could cause us to allocate capital, personnel and other resources from our organization which could adversely affect our business and reputation.

With respect to pharmaceutical collaborations, our experience in this industry is limited, so we may have difficulty identifying and securing collaboration partners and customers for pharmaceutical applications of our products and services. Furthermore, our success in pharmaceuticals depends primarily upon our ability to identify and validate new small molecule compounds of pharmaceutical interest (including through the use of our discovery platform), and identify, test, develop and commercialize such compounds. Our research efforts may initially show promise in discovering potential new therapeutic candidates, yet fail to yield viable product candidates for clinical development for a number of reasons, including:

- because our research methodology, including our screening technology, may not successfully identify medically relevant product candidates;
- we may identify and select from our discovery platform novel, untested classes of product candidates for the particular disease indication we are pursuing, which may be challenging to validate because of the novelty of the product candidates or we may fail to validate at all after further research work;
- our product candidates may cause adverse effects in patients or subjects, even after successful initial toxicology studies, which may make the product candidates unmarketable;
- our product candidates may not demonstrate a meaningful benefit to patients or subjects; and
- collaboration partners may change their development profiles or plans for potential product candidates or abandon a therapeutic area or the development of a partnered product.

Research programs to identify new product targets and candidates require substantial technical, financial and human resources. We may focus our efforts and resources on potential discovery efforts, programs or product candidates that ultimately prove to be unsuccessful.

Our manufacturing operations require sugar feedstock, and the inability to obtain such feedstock in sufficient quantities or in a timely manner, or at reasonable prices, may limit our ability to produce our products profitably, or at all.

We anticipate that the production of our products will require large volumes of feedstock. We have relied on a mixture of feedstock sources for use at our contract manufacturing operations, including cane sugar, corn-based dextrose and beet molasses. For our large-scale production facilities in Brazil, we are relying primarily on Brazilian sugarcane. We cannot predict the future availability or price of these various feedstocks, nor can we be sure that our mill partners, which we expect to supply the sugarcane feedstock necessary to produce our products in Brazil, will be able to supply it in sufficient quantities or in a timely manner. Furthermore, to the extent we are required to rely on sugar feedstock other than Brazilian sugarcane, the cost of such feedstock may be higher than we expect, increasing our anticipated production costs. Feedstock crop yields and sugar content depend on weather conditions, such as rainfall and temperature. Weather conditions have historically caused volatility in the ethanol and sugar industries by causing crop failures or reduced harvests. Excessive rainfall can adversely affect the supply of sugarcane and other sugar feedstock available for the production of our products by reducing the sucrose content and limiting growers' ability to harvest. Crop disease and pestilence can also occur from time to time and can adversely affect feedstock growth, potentially rendering useless or unusable all or a substantial portion of affected harvests. With respect to sugarcane, our initial primary feedstock, seasonal availability and price, the limited amount of time during which it keeps its sugar content after harvest, and the fact that sugarcane is not itself a traded commodity, increases these risks and limits our ability to substitute supply in the event of such an occurrence. If production of sugarcane or any other feedstock we may use to produce our products is adversely affected by these or other conditions, our production will be impaired, and our business will be adversely affected.

The price of sugarcane and other feedstocks can be volatile as a result of changes in industry policy and may increase the cost of production of our products.

In Brazil, Conselho dos Produtores de Cana, Açúcar e Álcool (Council of Sugarcane, Sugar and Ethanol Producers or Consecana), an industry association of producers of sugarcane, sugar and ethanol, sets market terms and prices for general supply, lease and partnership agreements for sugarcane. If Consecana makes changes to such terms and prices, this could result in higher sugarcane prices and/or a significant decrease in the volume of sugarcane available for the production of our products. Furthermore, if Consecana were to cease to be involved in this process, such prices and terms could become more volatile. Similar principles apply to pricing of other feedstocks as well. Any of these events could adversely affect our business and results of operations.

Our large-scale commercial production capacity is centered in Brazil, and our business will be adversely affected if we do not operate effectively in that country.

For the foreseeable future, we will be subject to risks associated with the concentration of essential product sourcing and operations in Brazil. The Brazilian government has changed in the past, and may change in the future, monetary, taxation, credit, tariff, labor and other policies to influence the course of Brazil's economy. For example, the government's actions to control inflation have at times involved setting wage and price controls, adjusting interest rates, imposing taxes and exchange controls and limiting imports into Brazil. We have no control over, and cannot predict what policies or actions the Brazilian government may take in the future. Our business, financial performance and prospects may be adversely affected by, among others, the following factors:

- delays or failures in securing licenses, permits or other governmental approvals necessary to build and operate facilities and use our yeast strains to produce products;
- rapid consolidation in the sugar and ethanol industries in Brazil, which could result in a decrease in competition;
- political, economic, diplomatic or social instability in or affecting Brazil;
- changing interest rates;
- tax burden and policies;
- effects of changes in currency exchange rates;
- any changes in currency exchange policy that lead to the imposition of exchange controls or restrictions on remittances abroad;
- inflation;
- land reform or nationalization movements;
- changes in labor related policies;
- export or import restrictions that limit our ability to move our products out of Brazil or interfere with the import of essential materials into Brazil;
- changes in, or interpretations of foreign regulations that may adversely affect our ability to sell our products or repatriate profits to the United States;
- tariffs, trade protection measures and other regulatory requirements;
- compliance with United States and foreign laws that regulate the conduct of business abroad;
- compliance with anti-corruption laws recently enacted in Brazil;
- an inability, or reduced ability, to protect our intellectual property in Brazil including any effect of compulsory licensing imposed by government action; and
- difficulties and costs of staffing and managing foreign operations.

We cannot predict whether the current or future Brazilian government will implement changes to existing policies on taxation, exchange controls, monetary strategy, labor relations, social security and the like, nor can we estimate the impact of any such changes on the Brazilian economy or our operations.

Brazil's economy has recently experienced quarters of slow or negative gross domestic product growth and has experienced high inflation and a growing fiscal deficit of its federal government accounts. In addition, in recent months, major corruption scandals involving members of the executive, state-controlled enterprises and large private sector companies have been disclosed and are the subject of ongoing investigation by federal authorities. The final outcome of these investigations and their impact on the Brazilian economy is not yet known.

Our international operations expose us to the risk of fluctuation in currency exchange rates and rates of foreign inflation, which could adversely affect our results of operations.

We currently incur significant costs and expenses in Brazilian real and may in the future incur additional expenses in foreign currencies and derive a portion of our revenues in the local currencies of customers throughout the world. As a result, our revenues and results of operations are subject to foreign exchange fluctuations, which we may not be able to manage successfully. During the past few decades, the Brazilian currency in particular has faced frequent and substantial exchange rate fluctuations in relation to the United States dollar and other foreign currencies. There can be no assurance that the Brazilian real will not significantly appreciate or depreciate against the United States dollar in the future. We also bear the risk that the rate of inflation in the foreign countries where we incur costs and expenses or the decline in value of the United States dollar compared to those foreign currencies will increase our costs as expressed in United States dollars. For example, future measures by the Central Bank of Brazil to control inflation, including interest rate adjustments, intervention in the foreign exchange market and actions to fix the value of the real, may weaken the United States dollar in Brazil. Whether in Brazil or otherwise, we may not be able to adjust the prices of our products to offset the effects of inflation or foreign currency appreciation on our cost structure, which could increase our costs and reduce our net operating margins. If we do not successfully manage these risks through hedging or other mechanisms, our revenues and results of operations could be adversely affected.

Our use of genetically-modified feedstocks and yeast strains to produce our products subjects us to risks of regulatory limitations and rejection of our products.

The use of genetically modified microorganisms (or GMMs), such as our yeast strains, is subject to laws and regulations in many countries, some of which are new and some of which are still evolving. Public attitudes about the safety and environmental hazards of, and ethical concerns over, genetic research and GMMs could influence public acceptance of our technology and products. In the United States, the Environmental Protection Agency (or EPA), regulates the commercial use of GMMs as well as potential products produced from the GMMs. Various states or local governments within the United States could choose to regulate products made with GMMs as well. While the strain of genetically modified yeast that we currently use for the development and anticipate using for the commercial production of our target molecules, *S. cerevisiae*, is eligible for exemption from EPA review because it is recognized as posing a low risk, we must satisfy certain criteria to achieve this exemption, including but not limited to use of compliant containment structures and safety procedures, and we cannot be sure that we will meet such criteria in a timely manner, or at all. If exemption of *S. cerevisiae* is not obtained, our business may be substantially harmed. In addition to *S. cerevisiae*, we may seek to use different GMMs in the future that will require EPA approval. If approval of different GMMs is not secured, our ability to grow our business could be adversely affected.

In Brazil, GMMs are regulated by the National Biosafety Technical Commission (or CTNBio). We have obtained approval from CTNBio to use GMMs in a contained environment in our Campinas facilities for research and development purposes as well as at a contract manufacturing facility in Brazil. In addition, we have obtained initial commercial approval from CTNBio for one of our current yeast strains. As we continue to develop new yeast strains and deploy our technology at new production facilities in Brazil, we will be required to obtain further approvals from CTNBio in order to use these strains in commercial production in Brazil. We may not be able to obtain approvals from relevant Brazilian authorities on a timely basis, or at all, and if we do not, our ability to produce our products in Brazil would be impaired, which would adversely affect our results of operations and financial condition.

In addition to our production operations in the United States and Brazil, we have been party to contract manufacturing agreements with parties in other production locations around the world, including Europe. The use of GMM technology is strictly regulated in the European Union, which has established various directives for member states regarding regulation of the use of such technology, including notification processes for contained use of such technology. We expect to encounter GMM regulations in most, if not all, of the countries in which we may seek to establish production capabilities and/or conduct sales to customers or end-use consumers, and the scope and nature of these regulations will likely be different from country to country. If we cannot meet the applicable requirements in other countries in which we intend to produce products using our yeast strains, or if it takes longer than anticipated to obtain such approvals, our business could be adversely affected. Furthermore, there are various non-governmental and quasi-governmental organizations that review and certify products with respect to the determination of whether products can be classified as "natural" or other similar classifications. While the certification from such non-governmental and quasi-governmental organizations is generally not mandatory, some of our current or prospective customers or distributors may require that we meet the standards set by such organizations as a condition precedent to purchasing or distributing our products. We cannot be certain that we will be able to satisfy the standards of such organizations, and any delay or failure to do so could harm our ability to sell or distribute some or all of our products to certain customers and prospective customers, which could have a negative impact on our business.

We may not be able to obtain regulatory approval for the sale of our renewable products.

Our renewable chemical products may be subject to government regulation in our target markets. In the United States, the EPA administers the Toxic Substances Control Act (or TSCA), which regulates the commercial registration, distribution, and use of many chemicals. Before an entity can manufacture or distribute a new chemical subject to TSCA, it must file a Pre-Manufacture Notice (or PMN) to add the chemical to a product. The EPA has 90 days to review the filing but may request additional data which significantly extends the timeline for approval. As a result we may not receive EPA approval to list future molecules as expeditiously as we would like in order to make on the TSCA registry, resulting in delays or significant increases in testing requirements. A similar program exists in the European Union, called REACH. Under this program, chemicals imported or manufactured in the European Union in certain quantities must be registered with the European Chemicals Agency, and this process could cause delays or significant costs. To the extent that other geographies in which we are selling (or may seek to sell) our products, such as Brazil and various countries in Asia, may rely on TSCA or REACH (or similar laws and programs) for chemical registration in their geographies, delays with the United States or European authorities, or any relevant local authorities in such other geographies, may subsequently delay entry into these markets as well. In addition, some of our Biofene-derived products are sold for the cosmetics market, and some countries may impose additional regulatory requirements or permits for such uses, which could impair, delay or prevent sales of our products in those markets.

Our diesel and jet fuel is subject to regulation by various government agencies, including the EPA, and the California Air Resources Board (or CARB) in the United States and Agência Nacional do Petróleo, Gas Natural e Biocombustíveis (or ANP), in Brazil. To date, we have obtained registration with the EPA for the use of our diesel fuel in the United States at a 35% blend rate with petroleum diesel. Farnesane is also listed on the TSCA inventory. In addition, ANP has authorized the use our diesel fuel at blend rates of 10% and 30% for specific transportation fleets. In Europe, we obtained REACH registration for importing/manufacturing less than 1,000 metric tons of farnesane (for use as diesel and jet fuel) per year and are pursuing data validation to maintain registration. Registration with each of these bodies is required for the import, sale and use of our fuels within their respective jurisdictions. Jet fuel (aviation turbine fuel) validation and specifications are subject to the ASTM International industry consensus process and the Brazilian ANP national adoption process. While our jet fuel has been validated and supported by an applicable ASTM aviation turbine fuel standard, the ANP approval remains pending. Any failure to achieve required validation and certifications for our jet fuel could impair or delay our plans to introduce a jet fuel product in Brazil, which could have a material adverse impact on our renewable product revenues for the year. In addition, for us to achieve full access to the United States fuels market for our fuel products, we will need to obtain EPA and CARB (and potentially other state agencies) certifications for our feedstock pathway and production facilities, including certification of a feedstock lifecycle analysis relating to greenhouse gas emissions. Any delay in obtaining these additional certifications could impair our ability to sell our renewable fuels to refiners, importers, blenders and other parties that produce transportation fuels as they comply with federal and state requirements to include certified renewable fuels in their products.

We expect to encounter regulations in most, if not all, of the countries in which we may seek to sell our renewable chemical and fuel products (and our customers may encounter similar regulations in selling end use products to consumers), and we cannot assure you that we (or our customers) will be able to obtain necessary approvals in a timely manner or at all. If our chemical and fuel products do not meet applicable regulatory requirements in a particular country or at all, then we (or our customers) may not be able to commercialize our products and our business will be adversely affected.

Changes in government regulations, including subsidies and economic incentives, could have a material adverse effect upon our business.

The market for renewable fuels is heavily influenced by foreign, federal, state and local government regulations and policies. Changes to existing or adoption of new domestic or foreign federal, state and local legislative initiatives that impact the production, distribution or sale of renewable fuels may harm our renewable fuels business. In the United States and in a number of other countries, regulations and policies encouraging production and use of alternative fuels have been modified in the past and may be modified again in the future. Any reduction in mandated requirements for fuel alternatives and additives to gasoline or diesel may cause demand for biofuels to decline and deter investment in the research and development of renewable fuels. The market uncertainty regarding this and future standards and policies may also affect our ability to develop new renewable products or to license our technologies to third parties and to sell products to our end customers. Any inability to address these requirements and any regulatory or policy changes could have a material adverse effect on our business, financial condition and results of operations.

Concerns associated with renewable fuels, including land usage, national security interests and food crop usage, continue to receive legislative, industry and public attention. This attention could result in future legislation, regulation and/or administrative action that could adversely affect our business. Any inability to address these requirements and any regulatory or policy changes could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, the production of our products will depend on the availability of feedstock, especially sugarcane. Agricultural production and trade flows are subject to government policies and regulations. Governmental policies affecting the agricultural industry, such as taxes, tariffs, duties, subsidies, incentives and import and export restrictions on agricultural commodities and commodity products, can influence the planting of certain crops, the location and size of crop production, whether unprocessed or processed commodity products are traded, the volume and types of imports and exports, and the availability and competitiveness of feedstocks as raw materials. Future government policies may adversely affect the supply of feedstocks, restrict our ability to use sugarcane or other feedstocks to produce our products, and negatively impact our future revenues and results of operations or could encourage the use of feedstocks more advantageous to our competitors which would put us at a commercial disadvantage.

We may incur significant costs complying with environmental laws and regulations, and failure to comply with these laws and regulations could expose us to significant liabilities.

We use hazardous chemicals and radioactive and biological materials in our business and such materials are subject to a variety of federal, state and local laws and regulations governing the use, generation, manufacture, storage, handling and disposal of these materials in the United States and in Brazil. Although we have implemented safety procedures for handling and disposing of these materials and related waste products in an effort to comply with these laws and regulations, we cannot be sure that our safety measures will prevent accidental injury or contamination from the use, storage, handling or disposal of hazardous materials. In the event of contamination or injury, we could be held liable for any resulting damages, and any liability could exceed our insurance coverage. There can be no assurance that violations of environmental, health and safety laws will not occur in the future as a result of human error, accident, equipment failure or other causes. Compliance with applicable environmental laws and regulations may be expensive, and the failure to comply with past, present, or future laws could result in the imposition of fines, third party property damage, product liability and personal injury claims, investigation and remediation costs, the suspension of production, or a cessation of operations, and our liability may exceed our total assets. Liability under environmental laws can be joint and several, without regard to comparative fault and may be punitive in nature. Environmental laws could become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violations, which could impair our research, development or production efforts and harm our business.

A decline in the price of petroleum and petroleum-based products may reduce demand for some of our renewable products and may otherwise adversely affect our business.

While many of our products do not compete with, and do not serve as alternatives to, petroleum-based products, we anticipate that some of our renewable products, and in particular our fuels, will be marketed as alternatives to corresponding petroleum-based products. If the price of oil falls, we may be unable to produce certain of our products as cost-effective alternatives to petroleum-based products. Declining oil prices, or the perception of a sustained or future decline in oil prices, may adversely affect the prices or demand for such products. During sustained periods of lower oil prices we may be unable to sell such products, which could impact our operating results.

Our financial results could vary significantly from quarter to quarter and are difficult to predict.

Our revenues and results of operations could vary significantly from quarter to quarter because of a variety of factors, many of which are outside of our control. As a result, comparing our results of operations on a period-to-period basis may not be meaningful. Factors that could cause our quarterly results of operations to fluctuate include:

- achievement, or failure, with respect to technology, product development or manufacturing milestones needed to allow us to enter identified markets on a cost effective basis;
- delays or greater than anticipated expenses associated with the completion or commissioning of new production facilities, or the time to ramp up and stabilize production following completion of a new production facility or the transition to, and ramp up of, producing new molecules at our existing facilities;
- impairment of assets based on shifting business priorities and working capital limitations;
- disruptions in the production process at any manufacturing facility, including disruptions due to seasonal or unexpected downtime at our facilities as a result of feedstock availability, contamination, safety or other issues or other technical difficulties or the scheduled downtime at our facilities as a result of transitioning our equipment to the production of different molecules;
- losses of, or the inability to secure new, major customers, suppliers, distributors or collaboration partners;
- losses associated with producing our products as we ramp to commercial production levels;
- failure to recover value added tax (or VAT) that we currently reflect as recoverable in our financial statements (e.g., due to failure to meet conditions for reimbursement of VAT under local law);
- the timing, size and mix of sales to customers for our products;
- increases in price or decreases in availability of feedstock;
- the unavailability of contract manufacturing capacity altogether or at reasonable cost;
- exit costs associated with terminating contract manufacturing relationships;
- fluctuations in foreign currency exchange rates;
- gains or losses associated with our hedging activities;

- change in the fair value of derivative instruments;
- fluctuations in the price of and demand for sugar, ethanol, and petroleum-based and other products for which our products are alternatives;
- seasonal variability in production and sales of our products;
- competitive pricing pressures, including decreases in average selling prices of our products;
- unanticipated expenses associated with changes in governmental regulations and environmental, health, labor and safety requirements;
- reductions or changes to existing fuel and chemical regulations and policies;
- departure of executives or other key management employees resulting in transition and severance costs;
- our ability to use our net operating loss carryforwards to offset future taxable income;
- business interruptions such as earthquakes, tsunamis and other natural disasters;
- our ability to integrate businesses that we may acquire;
- our ability to successfully collaborate with business venture partners;
- risks associated with the international aspects of our business; and
- changes in general economic, industry and market conditions, both domestically and in our foreign markets.

As part of our operating plan for 2015, we are planning to keep our expenditures to be relatively consistent with prior years.

Due to the factors described above, among others, the results of any quarterly or annual period may not meet our expectations or the expectations of our investors and may not be meaningful indications of our future performance.

Loss of key personnel, including key management personnel, and/or failure to attract and retain additional personnel could delay our product development programs and harm our research and development efforts and our ability to meet our business objectives.

Our business involves complex, global operations across a variety of markets and requires a management team and employee workforce that is knowledgeable in the many areas in which we operate. As we continue to build our business, we will need to hire and retain qualified research and development, management and other personnel to succeed. The process of hiring, training and successfully integrating qualified personnel into our operations, in the United States, Brazil and other countries we may seek to operate in, is a lengthy and expensive one. The market for qualified personnel is very competitive because of the limited number of people available with the necessary technical skills and understanding of our technology and anticipated products, particularly in Brazil. Our failure to hire and retain qualified personnel could impair our ability to meet our research and development and business objectives and adversely affect our results of operations and financial condition.

The loss of any key member of our management or key technical and operational employees, or the failure to attract or retain such employees could prevent us from developing and commercializing our products for our target markets and executing our business strategy. We also may not be able to attract or retain qualified employees in the future due to the intense competition for qualified personnel among biotechnology and other technology-based businesses, particularly in the renewable chemicals and fuels area, or due to the availability of personnel with the qualifications or experience necessary for our business. In addition, reductions to our workforce as part of cost-saving measures may make it more difficult for us to attract and retain key employees. If we do not maintain the necessary personnel to accomplish our business objectives, we may experience staffing constraints that will adversely affect our ability to meet the demands of our collaborators and customers in a timely fashion or to support our internal research and development programs and operations. In particular, our product and process development programs are dependent on our ability to attract and retain highly skilled technical and operational personnel. Competition for such personnel from numerous companies and academic and other research institutions may limit our ability to do so on acceptable terms. All of our employees are at-will employees, which mean that either the employee or we may terminate their employment at any time.

Growth may place significant demands on our management and our infrastructure.

We have experienced, and expect to continue to experience, expansion of our business as we continue to make efforts to develop and bring our products to market. We have grown from 18 employees at the end of 2005 to 405 at September 30, 2015. Our growth and diversified operations have placed, and may continue to place, significant demands on our management and our operational and financial infrastructure. In particular, continued growth could strain our ability to:

- manage multiple research and development programs;
- operate multiple manufacturing facilities around the world;
- develop and improve our operational, financial and management controls;
- enhance our reporting systems and procedures;
- recruit, train and retain highly skilled personnel;
- develop and maintain our relationships with existing and potential business partners;
- maintain our quality standards; and
- maintain customer satisfaction.

Managing our growth will require significant expenditures and allocation of valuable management resources. If we fail to achieve the necessary level of efficiency in our organization as it grows, our business, results of operations and financial condition would be adversely impacted.

Our proprietary rights may not adequately protect our technologies and product candidates.

Our commercial success will depend substantially on our ability to obtain patents and maintain adequate legal protection for our technologies and product candidates in the United States and other countries. As of September 30, 2015, we had 387 issued United States and foreign patents and 297 pending United States and foreign patent applications that were owned by or licensed to us. We will be able to protect our proprietary rights from unauthorized use by third parties only to the extent that our proprietary technologies and future products are covered by valid and enforceable patents or are effectively maintained as trade secrets.

We apply for patents covering both our technologies and product candidates, as we deem appropriate. However, filing, prosecuting, maintaining and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States are less extensive than those in the United States. We may also fail to apply for patents on important technologies or product candidates in a timely fashion, or at all. Our existing and future patents may not be sufficiently broad to prevent others from practicing our technologies or from designing products around our patents or otherwise developing competing products or technologies. In addition, the patent positions of companies like ours are highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. No consistent policy regarding the breadth of patent claims has emerged to date in the United States and the landscape is expected to become even more uncertain in view of recent rule changes by the United States Patent Office (or USPTO). Additional uncertainty may result from legal precedent by the United States Federal Circuit and Supreme Court as they determine legal issues concerning the scope and construction of patent claims and inconsistent interpretation of patent laws or from legislation enacted by the U.S. Congress. The patent situation outside of the United States is even less predictable. As a result, the validity and enforceability of patents cannot be predicted with certainty. Moreover, we cannot be certain whether:

- we (or our licensors) were the first to make the inventions covered by each of our issued patents and pending patent applications;
- we (or our licensors) were the first to file patent applications for these inventions;
- others will independently develop similar or alternative technologies or duplicate any of our technologies;
- any of our or our licensors' patents will be valid or enforceable;
- any patents issued to us (or our licensors) will provide us with any competitive advantages, or will be challenged by third parties;
- we will develop additional proprietary products or technologies that are patentable; or
- the patents of others will have an adverse effect on our business.

We do not know whether any of our pending patent applications or those pending patent applications that we license will result in the issuance of any patents. Even if patents are issued, they may not be sufficient to protect our technology or product candidates. The patents we own or license and those that may be issued in the future may be challenged, invalidated, rendered unenforceable, or circumvented, and the rights granted under any issued patents may not provide us with proprietary protection or competitive advantages. Moreover, third parties could practice our inventions in territories where we do not have patent protection or in territories where they could obtain a compulsory license to our technology where patented. Such third parties may then try to import products made using our inventions into the United States or other territories. Accordingly, we cannot ensure that any of our pending patent applications will result in issued patents, or even if issued, predict the breadth, validity and enforceability of the claims upheld in our and other companies' patents.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries do not favor the enforcement of patents or other intellectual property rights, which could hinder us from preventing the infringement of our patents or other intellectual property rights. Proceedings to enforce our patent rights in the United States or foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert patent infringement or other claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license from third parties.

Unauthorized parties may attempt to copy or otherwise obtain and use our products or technology. Monitoring unauthorized use of our intellectual property is difficult, and we cannot be certain that the steps we have taken will prevent unauthorized use of our technology, particularly in certain foreign countries where the local laws may not protect our proprietary rights as fully as in the United States or may provide, today or in the future, for compulsory licenses. If competitors are able to use our technology, our ability to compete effectively could be harmed. Moreover, others may independently develop and obtain patents for technologies that are similar to, or superior to, our technologies. If that happens, we may need to license these technologies, and we may not be able to obtain licenses on reasonable terms, if at all, which could cause harm to our business.

We rely in part on trade secrets to protect our technology, and our failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

We rely on trade secrets to protect some of our technology, particularly where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to maintain and protect. Our strategy for contract manufacturing and scale-up of commercial production requires us to share confidential information with our international business partners and other parties. Our product development collaborations with third parties, including with Total, require us to share confidential information, including with employees of Total who are seconded to Amyris during the term of the collaboration. While we use reasonable efforts to protect our trade secrets, our or our business partners' employees, consultants, contractors or scientific and other advisors may unintentionally or willfully disclose our proprietary information to competitors. Enforcement of claims that a third party has illegally obtained and is using trade secrets is expensive, time consuming and uncertain. In addition, foreign courts are sometimes less willing than United States courts to protect trade secrets. If our competitors independently develop equivalent knowledge, methods and know-how, we would not be able to assert our trade secrets against them.

We require new employees and consultants to execute confidentiality agreements upon the commencement of an employment or consulting arrangement with us. We additionally require consultants, contractors, advisors, corporate collaborators, outside scientific collaborators and other third parties that may receive trade secret information to execute confidentiality agreements. These agreements generally require that all confidential information developed by the individual or made known to the individual by us during the course of the individual's relationship with us be kept confidential and not disclosed to third parties. These agreements also generally provide that inventions conceived by the individual in the course of rendering services to us shall be our exclusive property. Nevertheless, our proprietary information may be disclosed, or these agreements may be unenforceable or difficult to enforce. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such third party, or those to whom they communicate such technology or information, from using that technology or information to compete with us. Additionally, trade secret law in Brazil differs from that in the United States which requires us to take a different approach to protecting our trade secrets in Brazil. Some of these approaches to trade secret protection may be novel and untested under Brazilian law and we cannot guarantee that we would prevail if our trade secrets are contested in Brazil. If any of the above risks materializes, our failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

We may not be able to fully enforce covenants not to compete and not to solicit with our employees, and therefore we may be unable to prevent our competitors from benefiting from the expertise of such employees.

Our proprietary information and inventions agreements with our employees contain non-compete and non-solicitation provisions. These provisions prohibit our employees from competing directly with our business or proposed business or working for our competitors during their term of employment, and from directly and indirectly soliciting our employees and consultants to leave our company for any purpose. Under applicable U.S. and Brazilian law, we may be unable to enforce these provisions. If we cannot enforce these provisions with our employees, we may be unable to prevent our competitors from benefiting from the expertise of such employees. Even if these provisions are enforceable, they may not adequately protect our interests. The defection of one or more of our employees to a competitor could materially adversely affect our business, results of operations and ability to capitalize on our proprietary information.

Third parties may misappropriate our yeast strains.

Third parties, including contract manufacturers, sugar and ethanol mill owners, other contractors and shipping agents, often have custody or control of our yeast strains. If our yeast strains were stolen, misappropriated or reverse engineered, they could be used by other parties who may be able to reproduce the yeast strains for their own commercial gain. If this were to occur, it would be difficult for us to challenge and prevent this type of use, especially in countries where we have limited intellectual property protection or that do not have robust intellectual property law regimes.

If we or one of our collaborators are sued for infringing intellectual property rights or other proprietary rights of third parties, litigation could be costly and time consuming and could prevent us from developing or commercializing our future products.

Our commercial success depends on our and our collaborators' ability to operate without infringing the patents and proprietary rights of other parties and without breaching any agreements we have entered into with regard to our technologies and product candidates. We cannot determine with certainty whether patents or patent applications of other parties may materially affect our ability to conduct our business. Our industry spans several sectors, including biotechnology, renewable fuels, renewable specialty chemicals and other renewable compounds, and is characterized by the existence of a significant number of patents and disputes regarding patent and other intellectual property rights. Because patent applications can take several years to issue, there may currently be pending applications, unknown to us, that may result in issued patents that cover our technologies or product candidates. We are aware of a significant number of patents and patent applications relating to aspects of our technologies filed by, and issued to, third parties. The existence of third-party patent applications and patents could significantly reduce the coverage of patents owned by or licensed to us and our collaborators and limit our ability to obtain meaningful patent protection. If we wish to make, use, sell, offer to sell, or import the technology or compound claimed in issued and unexpired patents owned by others, we will need to obtain a license from the owner, enter into litigation to challenge the validity of the patents or incur the risk of litigation in the event that the owner asserts that we infringe its patents. If patents containing competitive or conflicting claims are issued to third parties and these claims are ultimately determined to be valid, we and our collaborators may be enjoined from pursing research, development, or commercialization of products, or be required to obtain licenses to these patents, or to develop or obtain alternative technologies.

If a third-party asserts that we infringe upon its patents or other proprietary rights, we could face a number of issues that could seriously harm our competitive position, including:

- infringement and other intellectual property claims, which could be costly and time consuming to litigate, whether or not the claims have merit, and which could delay getting our products to market and divert management attention from our business;
- substantial damages for past infringement, which we may have to pay if a court determines that our product candidates or technologies infringe a third party's patent or other proprietary rights;
- a court prohibiting us from selling or licensing our technologies or future products unless the holder licenses the patent or other proprietary rights to us, which it is not required to do; and
- if a license is available from a third party, such third party may require us to pay substantial royalties or grant cross licenses to our patents or proprietary rights.

The industries in which we operate, and the biotechnology industry in particular, are characterized by frequent and extensive litigation regarding patents and other intellectual property rights. Many biotechnology companies have employed intellectual property litigation as a way to gain a competitive advantage. If any of our competitors have filed patent applications or obtained patents that claim inventions also claimed by us, we may have to participate in interference proceedings declared by the relevant patent regulatory agency to determine priority of invention and, thus, the right to the patents for these inventions in the United States. These proceedings could result in substantial cost to us even if the outcome is favorable. Even if successful, an interference proceeding may result in loss of certain claims. Our involvement in litigation, interferences, opposition proceedings or other intellectual property proceedings inside and outside of the United States, to defend our intellectual property rights, or as a result of alleged infringement of the rights of others, may divert management time from focusing on business operations and could cause us to spend significant resources, all of which could harm our business and results of operations.

Many of our employees were previously employed at universities, biotechnology, specialty chemical or oil companies, including our competitors or potential competitors. We may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. If we fail in defending such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel and be enjoined from certain activities. A loss of key research personnel or their work product could hamper or prevent our ability to commercialize our product candidates, which could severely harm our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and demand on management resources.

We may need to commence litigation to enforce our intellectual property rights, which would divert resources and management's time and attention and the results of which would be uncertain.

Enforcement of claims that a third party is using our proprietary rights without permission is expensive, time consuming and uncertain. Significant litigation would result in substantial costs, even if the eventual outcome is favorable to us and would divert management's attention from our business objectives. In addition, an adverse outcome in litigation could result in a substantial loss of our proprietary rights and we may lose our ability to exclude others from practicing our technology or producing our product candidates.

The laws of some foreign countries do not protect intellectual property rights to the same extent as do the laws of the United States. Many companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biotechnology and/or bioindustrial technologies. This could make it difficult for us to stop the infringement of our patents or misappropriation of our other intellectual property rights. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business. Moreover, our efforts to protect our intellectual property rights in such countries may be inadequate.

We do not have exclusive rights to intellectual property we developed under U.S. federally funded research grants and contracts, including with DARPA and we could ultimately share or lose the rights we do have under certain circumstances.

Some of our intellectual property rights have been or may be developed in the course of research funded by the U.S. government, including under our agreements with DARPA. As a result, the U.S. government may have certain rights to intellectual property embodied in our current or future products pursuant to the Bayh-Dole Act of 1980. Government rights in certain inventions developed under a government-funded program include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U.S. government has the right to require us, or an assignee or exclusive licensee to such inventions, to grant licenses to any of these inventions to a third party if they determine that: (i) adequate steps have not been taken to commercialize the invention; (ii) government action is necessary to meet public health or safety needs; (iii) government action is necessary to meet requirements for public use under federal regulations; or (iv) the right to use or sell such inventions is exclusively licensed to an entity within the U.S. and substantially manufactured outside the U.S. without the U.S. government’s prior approval. Additionally, we may be restricted from granting exclusive licenses for the right to use or sell our inventions created pursuant to such agreements unless the licensee agrees to additional restricitons (e.g., manufacturing substantially all of the invention in the U.S.). The U.S. government also has the right to take title to these inventions if we fail to disclose the invention to the government and fail to file an application to register the intellectual property within specified time limits. In addition, the U.S. government may acquire title in any country in which a patent application is not filed within specified time limits. Additionally, certain inventions are subject to transfer restrictions during the term of these agreements and for a period thereafter, including sales of products or components, transfers to foreign subsidiaries for the purpose of the relevant agreements, and transfers to certain foreign third parties. If any of our intellectual property becomes subject to any of the rights or remedies available to the U.S. government or third parties pursuant to the Bayh-Dole Act of 1980, this could impair the value of our intellectual property and could adversely affect our business.

Our products subject us to product-safety risks, and we may be sued for product liability.

The design, development, production and sale of our products involve an inherent risk of product liability claims and the associated adverse publicity. Our potential products could be used by a wide variety of consumers with varying levels of sophistication. Although safety is a priority for us, we are not always in control of the final uses and formulations of the products we supply or their use as ingredients. Our products could have detrimental impacts or adverse impacts we cannot anticipate. Despite our efforts, negative publicity about Amyris, including product safety or similar concerns, whether real or perceived, could occur, and our products could face withdrawal, recall or other quality issues. In addition, we may be named directly in product liability suits relating to our products, even for defects resulting from errors of our commercial partners, contract manufacturers, chemical finishers or customers or end users of our products. These claims could be brought by various parties, including customers who are purchasing products directly from us or other users who purchase products from our customers. We could also be named as co-parties in product liability suits that are brought against the contract manufacturers or Brazilian sugar and ethanol mills with whom we partner to produce our products. Insurance coverage is expensive, may be difficult to obtain and may not be available in the future on acceptable terms. We cannot be certain that our contract manufacturers or the sugar and ethanol producers who partner with us to produce our products will have adequate insurance coverage to cover against potential claims. Any insurance we do maintain may not provide adequate coverage against potential losses, and if claims or losses exceed our liability insurance coverage, our business would be adversely impacted. In addition, insurance coverage may become more expensive, which would harm our results of operations.

During the ordinary course of business, we may become subject to lawsuits or indemnity claims, which could materially and adversely affect our business and results of operations.

From time to time, we may in the ordinary course of business be named as a defendant in lawsuits, claims and other legal proceedings. These actions may seek, among other things, compensation for alleged personal injury, worker's compensation, employment discrimination, breach of contract, property damages, civil penalties and other losses of injunctive or declaratory relief. In the event that such actions or indemnities are ultimately resolved unfavorably at amounts exceeding our accrued liability, or at material amounts, the outcome could materially and adversely affect our reputation, business and results of operations. In addition, payments of significant amounts, even if reserved, could adversely affect our liquidity position.

If we fail to maintain an effective system of internal controls, we might not be able to report our financial results accurately or in a timely manner or prevent fraud; in that case, our stockholders could lose confidence in our financial reporting, which would harm our business and could negatively impact the price of our stock.

Effective internal controls are necessary for us to provide reliable financial reports and prevent fraud. In addition, Section 404 of the Sarbanes-Oxley Act of 2002 requires us and our independent registered public accounting firm to evaluate and report on our internal control over financial reporting. The process of implementing our internal controls and complying with Section 404 is expensive and time consuming, and requires significant attention of management. We cannot be certain that these measures will ensure that we maintain adequate controls over our financial processes and reporting in the future. In addition, to the extent we create joint ventures or have any variable interest entities and the financial statements of such entities are not prepared by us, we will not have direct control over their financial statement preparation. As a result, we will, for our financial reporting, depend on what these entities report to us, which could result in us adding monitoring and audit processes and increase the difficulty of implementing and maintaining adequate controls over our financial processes and reporting in the future and could lead to delays in our external reporting. This may be particularly true where we are establishing such entities with commercial partners that do not have sophisticated financial accounting processes in place, or where we are entering into new relationships at a rapid pace, straining our integration capacity. Additionally, if we do not receive the information from the joint venture or variable interest entity on a timely basis, this could cause delays in our external reporting. Even if we conclude, and our independent registered public accounting firm concurs, that our internal control over financial reporting provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, because of its inherent limitations, internal control over financial reporting may not prevent or detect fraud or misstatements. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our results of operations or cause us to fail to meet our reporting obligations. If we or our independent registered public accounting firm discover a material weakness, the disclosure of that fact, even if quickly remedied, could reduce the market's confidence in our financial statements and harm our stock price. In addition, failure to comply with Section 404 could subject us to a variety of administrative sanctions, including SEC action, ineligibility for short form resale registration, the suspension or delisting of our common stock from the stock exchange on which it is listed, and the inability of registered broker-dealers to make a market in our common stock, which would further reduce our stock price and could harm our business.

If the value of our goodwill or other intangible assets becomes impaired, it could materially reduce the value of our assets and reduce our net income for the year in which the related impairment charges occur.

We apply the applicable accounting principles set forth in the United States Financial Accounting Standards Board's Accounting Standards Codification to our intangible assets (including goodwill), which prohibits the amortization of intangible assets with indefinite useful lives and requires that these assets be reviewed for impairment at least annually. There are several methods that can be used to determine the estimated fair value of the in-process research and development acquired in a business combination. We have used the "income method," which applies a probability weighting that considers the risk of development and commercialization, to the estimated future net cash flows that are derived from projected sales revenues and estimated costs. These projections are based on factors such as relevant market size, pricing of similar products, and expected industry trends. The estimated future net cash flows are then discounted to the present value using an appropriate discount rate. These assets are treated as indefinite-lived intangible assets until completion or abandonment of the projects, at which time the assets will be amortized over the remaining useful life or written off, as appropriate. If the carrying amount of the assets is greater than the measures of fair value, impairment is considered to have occurred and a write-down of the asset is recorded. Any finding that the value of our intangible assets has been impaired would require us to write-down the impaired portion, which could reduce the value of our assets and reduce our net income for the year in which the related impairment charges occur. As of September 30, 2015, we had a net carrying value of approximately $6.1 million in in-process research and development and goodwill associated with our acquisition of Draths Corporation.

Our ability to use our net operating loss carryforwards to offset future taxable income may be subject to certain limitations.

In general, under Section 382 of the Internal Revenue Code (or the Code), a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its pre-change net operating loss carryforwards (or NOLs), to offset future taxable income. If the Internal Revenue Service challenges our analysis that our existing NOLs are not subject to limitations arising from previous ownership changes, or if we undergo an ownership change, our ability to utilize NOLs could be limited by Section 382 of the Code. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. For these reasons, we may not be able to utilize a material portion of the NOLs carryforward as of September 30, 2015, even if we attain profitability.

Loss of, or inability to secure government contract revenues could impair our business.

We have contracts or subcontracts with certain governmental agencies or their contractors. Generally, these agreements, as they may be amended or modified from time to time, have fixed terms and may be terminated, modified or be subject to recovery of payments by the government agency under certain conditions (such as failure to comply with detailed reporting and governance processes or failure to achieve milestones). Under these agreements, we are also subject to audits, which can result in corrective action plans and penalties up to and including termination. If these governmental agencies terminate these agreements with us, it could reduce our revenues which could harm our business. Additionally, we anticipate securing additional government contracts as part of our business plan for 2015 and beyond. If we are unable to secure such government contracts, it could harm our business.

Our headquarters and other facilities are located in an active earthquake and tsunami zone, and an earthquake or other types of natural disasters affecting us or our suppliers could cause resource shortages and disrupt and harm our results of operations.

We conduct our primary research and development operations in the San Francisco Bay Area in an active earthquake and tsunami zone, and certain of our suppliers conduct their operations in the same region or in other locations that are susceptible to natural disasters. In addition, California and some of the locations where certain of our suppliers are located have experienced shortages of water, electric power and natural gas from time to time. The occurrence of a natural disaster, such as an earthquake, drought or flood, or localized extended outages of critical utilities or transportation systems, or any critical resource shortages, affecting us or our suppliers could cause a significant interruption in our business, damage or destroy our facilities, production equipment or inventory or those of our suppliers and cause us to incur significant costs or result in limitations on the availability of our raw materials, any of which could harm our business, financial condition and results of operations. The insurance we maintain against fires, earthquakes and other natural disasters may not be adequate to cover our losses in any particular case.

Risks Related to ownership of Our Common Stock

Our stock price may be volatile.

The market price of our common stock has been, and we expect it to continue to be, subject to significant volatility, and it has declined significantly from our initial public offering price. As of September 30, 2015, the reported closing price for our common stock on The NASDAQ Global Select Market was $2.01 per share. Market prices for securities of early stage companies have historically been particularly volatile. Such fluctuations could be in response to, among other things, the factors described in this “Risk Factors” section, or other factors, some of which are beyond our control, such as:

- fluctuations in our financial results or outlook or those of companies perceived to be similar to us;
- changes in estimates of our financial results or recommendations by securities analysts;
- changes in market valuations of similar companies;
- changes in the prices of commodities associated with our business such as sugar, ethanol and petroleum or changes in the prices of commodities that some of our products may replace, such as oil and other petroleum sourced products;
- changes in our capital structure, such as future issuances of securities or the incurrence of debt;
- announcements by us or our competitors of significant contracts, acquisitions or strategic alliances;
- regulatory developments in the United States, Brazil, and/or other foreign countries;
- litigation involving us, our general industry or both;
- additions or departures of key personnel;
- investors' general perception of us; and
- changes in general economic, industry and market conditions.

Furthermore, stock markets have experienced price and volume fluctuations that have affected, and continue to affect, the market prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market fluctuations, as well as general economic, political and market conditions, such as recessions, interest rate changes and international currency fluctuations, may negatively affect the market price of our common stock.

In the past, many companies that have experienced volatility and sustained declines in the market price of their stock have become subject to securities class action and derivative action litigation. We were involved in two such lawsuits, which were dismissed in 2014, and we may be the target of similar litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

The concentration of our capital stock ownership with insiders will limit the ability to influence corporate matters.

As of October 31, 2015:

- our executive officers and directors and their affiliates (including Total) together held more than 47% of our outstanding common stock;
- Temasek (who has a designee on our Board of Directors) held approximately 30% of our outstanding common stock; and
- Total held approximately 33% of our outstanding common stock.

Furthermore, Total and Temasek each hold the Remaining Notes, which are convertible into approximately 19,073,992 and 7,042,254 shares of our common stock, respectively, within 60 days of October 31, 2015. Total and Temasek also hold the Total R&D Warrant, the Temasek Funding Warrant and the Temasek R&D Warrant pursuant to which they main gain additional rights to purchase shares of our common stock. This significant concentration of share ownership may become exercisable adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders. Also, these stockholders, acting together, will be able to control our management and affairs and matters requiring stockholder approval, including the election of directors and the approval of significant corporate transactions, such as mergers, consolidations or the sale of substantially all of our assets. Consequently, this concentration of ownership may have the effect of delaying or preventing a change of control, including a merger, consolidation or other business combination involving us, or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control, even if that change of control would benefit our other stockholders.

The market price of our common stock could be negatively affected by future sales of our common stock.

If our existing stockholders, particularly our largest stockholders, our directors, their affiliates, or our executive officers, sell a substantial number of shares of our common stock in the public market, the market price of our common stock could decrease significantly. The perception in the public market that these stockholders might sell our common stock could also depress the market price of our common stock and could impair our future ability to obtain capital, especially through an offering of equity securities.

We, all of our executive officers, and all of our directors and entities affiliated with them, holding in the aggregate 51% of our outstanding shares of common stock, have agreed not to directly or indirectly offer, sell, agree to sell, or otherwise dispose of any shares of common stock or any securities convertible into or exchangeable for shares of common stock without the prior written consent of Stifel, Nicolaus & Company, Incorporated and Cowen & Company, LLC for a period ending on January 12, 2016, pursuant to the terms of a Note Purchase Agreement dated October 14, 2015, subject to specified limited exceptions.

We also have in place a registration statement for the resale of shares of common stock held by, or issuable to, certain of our largest stockholders. All common stock sold pursuant to an offering covered by such registration statement will be freely transferable.

Shares issuable under our equity incentive plans have been registered on a Form S-8 registration statement and may be freely sold in the public market upon issuance, except for shares held by affiliates who have certain restrictions on their ability to sell.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business or our market, or if they change their recommendations regarding our stock adversely, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts may publish about us, our business, our market or our competitors. If any of the analysts who cover us change their recommendation regarding our stock adversely, or provide more favorable relative recommendations about our competitors, our stock price would likely decline. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

We do not expect to declare any dividends in the foreseeable future.

We do not anticipate declaring any cash dividends to holders of our common stock in the foreseeable future. In addition, certain of our equipment leases and credit facilities currently restrict our ability to pay dividends. Consequently, investors may need to rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment. Investors seeking cash dividends should not purchase our common stock.

Anti-takeover provisions contained in our certificate of incorporation and bylaws, as well as provisions of Delaware law, could impair a takeover attempt.

Our certificate of incorporation and bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it more difficult for stockholders to elect directors and take other corporate actions. These provisions include:

- a staggered board of directors;
- authorizing the board of directors to issue, without stockholder approval, preferred stock with rights senior to those of our common stock;
- authorizing the board of directors to amend our bylaws and to fill board vacancies until the next annual meeting of the stockholders;
- prohibiting stockholder action by written consent;
- limiting the liability of, and providing indemnification to, our directors and officers;
- eliminating the ability of our stockholders to call special meetings; and
- requiring advance notification of stockholder nominations and proposals.

Section 203 of the Delaware General Corporation Law prohibits, subject to some exceptions, “business combinations” between a Delaware corporation and an “interested stockholder,” which is generally defined as a stockholder who becomes a beneficial owner of 15% or more of a Delaware corporation's voting stock, for a three-year period following the date that the stockholder became an interested stockholder. We have agreed to opt out of Section 203 through our certificate of incorporation, but our certificate of incorporation contains substantially similar protections to our company and stockholders as those afforded under Section 203, except that we have agreed with Total that it and its affiliates will not be deemed to be “interested stockholders” under such protections.

In addition, we have an agreement with Total, which provides that, so long as Total holds at least 10% of our voting securities, we must inform Total of any offer to acquire us or any decision of our Board of Directors to sell our company, and we must provide Total with information about the contemplated transaction. In such events, Total will have an exclusive negotiating period of fifteen business days in the event the Board of Directors authorizes us to solicit offers to buy Amyris, or five business days in the event that we receive an unsolicited offer to purchase us. This exclusive negotiation period will be followed by an additional restricted negotiation period of ten business days, during which we are obligated to continue to negotiate with Total and will be prohibited from entering into an agreement with any other potential acquirer.

These and other provisions in our amended and restated certificate of incorporation and our amended and restated bylaws that became effective upon the completion of our initial public offering under Delaware law and in our agreements with Total could discourage potential takeover attempts, reduce the price that investors might be willing to pay in the future for shares of our common stock and result in the market price of our common stock being lower than it would be without these provisions.

Conversion of our outstanding convertible promissory notes or the exercise of the warrants issued under the Exchange will dilute the ownership interest of existing stockholders or may otherwise depress the market price of our common stock.

The conversion of some or all of our outstanding convertible promissory notes or the exercise of the warrants issued under the Exchange and Private Offering will dilute the ownership interests of existing stockholders. The exercise of the warrants, in particular, which have a $0.01 per share exercise price, will dilute the economic ownership interest of our existing stockholders. In addition, any sales in the public market of the shares of our common stock issuable upon such conversion or exercise of the warrants could adversely affect prevailing market prices of our common stock. Furthermore, the existence of our outstanding convertible promissory notes and warrants may encourage short selling by market participants because the anticipated conversion of such notes into, or exercise of such warrants, for shares of our common stock could depress the market price of our common stock.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

The exhibits listed in Exhibit Index immediately preceding the exhibits are filed (other than exhibits 32.01, 32.02 and 101) as part of this Quarterly Report on Form 10-Q and such Exhibit Index is incorporated herein by reference.

(b) Exhibits.

The following table lists the exhibits filed as part of this report on Form 10-Q. In some cases, these exhibits are incorporated into this report by reference to exhibits to our other filings with the Securities and Exchange Commission. Where an exhibit is incorporated by reference, we have noted the type of form filed with the Securities and Exchange Commission, the file number of that form, the date of the filing, and the number of the exhibit referenced in that filing.

Exhibit No.	Description	Previously Filed				Filed Herewith
		Form	File No.	Filing Date	Exhibit	
3.01	Restated Certificate of Incorporation	10-Q	001-34885	November 10, 2010	3.01	
3.02	Certificate of Amendment to Restated Certificate of Incorporation dated May 12, 2014	10-Q	001-34885	August 8, 2014	3.02	
3.02	Certificate of Amendment to Restated Certificate of Incorporation dated September 18, 2015	S-3	333-206331	November 4, 2015	3.03	
3.03	Restated Bylaws	10-Q	001-34885	November 10, 2010	3.02	
4.01	Form of Stock Certificate	S-1	333-166135	July 6, 2010	4.01	
4.02	Specimen of Preferred Stock Certificate	S-3	333-203216	April 2, 2014	4.02	
4.03	Form of Common Stock Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.03	
4.04	Form of Preferred Stock Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.04	
4.05	Form of Debt Securities Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.05	
4.06	Amended and Restated Investors' Rights Agreement, dated June 21, 2010, among registrant and its security holders listed therein	S-1	333-166135	June 23, 2010	4.02	
4.07	First Amendment to Amended and Restated Investors' Rights Agreement, dated February 23, 2012, among registrant and registrant's security holders listed therein	S-3	333-180005	March 9, 2012	4.06	
4.08	Amendment No. 2 to Amended and Restated Investors' Rights Agreement, dated December 24, 2012, among registrant and registrant's security holders listed therein	10-K	001-34885	March 28, 2013	4.04	
4.09	Amendment No. 3 to Amended and Restated Investors' Rights Agreement, dated March 27, 2013, among registrant and registrant's security holders listed therein	10-Q	001-34885	June 9, 2013	4.02	
4.10	Amendment No. 4 to Amended and Restated Investors' Rights Agreement, dated October 16, 2013, among registrant and registrant's security holders listed therein	10-K	001-34885	April 2, 2014	4.06	

4.11	Amendment No. 5 to Amended and Restated Investors' Rights Agreement, dated December 24, 2013, among registrant and registrant's security holders listed therein	10-K	001-34885	April 2, 2014	4.07	
4.12	Amendment No. 6 to Amended and Restated Investors' Rights Agreement dated July 29, 2015 among registrant and registrant's security holders listed therein	S-3	333-204102	August 12, 2015	4.17	
4.13	Warrant to Purchase Stock, dated December 23, 2011, issued to ATEL Ventures, Inc.	10-K	001-34885	February 28, 2012	4.07	
4.14	Side Letter, dated June 21, 2010, between registrant and Total Gas & Power USA, SAS	S-1	333-166135	June 23, 2010	4.19	
4.15	Agreement, dated February 23, 2012, among registrant, Maxwell (Mauritius) Pte Ltd, Naxyris SA, Biolding Investment SA and Sualk Capital Ltd.	10-Q	001-34885	May 9, 2012	4.02	
4.16	Securities Purchase Agreement, dated February 24, 2012, among registrant and certain investment funds affiliated with Fidelity Investments Institutional Services Company, Inc. listed therein (each, a Fidelity Purchaser)	S-3	333-180005	March 9, 2012	4.02	
4.17	Form of Unsecured Senior Convertible Promissory Note issued by registrant to the Fidelity Purchasers in the amounts set forth next to each Fidelity Purchaser's name on Schedule I of Exhibit 4.12 hereof	S-3	333-180005	March 9, 2012	4.03	
4.18	Registration Rights Agreement, dated February 27, 2012, among registrant and the Fidelity Purchasers	S-3	333-180005	March 9, 2012	4.04	
4.19	Securities Purchase Agreement, dated July 30, 2012, between registrant and Total Gas & Power USA, SAS	10-Q	001-34885	November 9, 2012	4.01	
4.20	Registration Rights Agreement, dated July 30, 2012, between registrant and Total Gas & Power USA, SAS	10-Q	001-34885	November 9, 2012	4.03	
4.21	1.5% Senior Secured Convertible Note due 2017 dated July 29, 2015 issued by registrant to Total Energies Nouvelles Activités USA (RS-9)					X
4.22[b]	Securities Purchase Agreement, dated December 24, 2012, between registrant and certain investors listed therein	10-K	001-34885	March 28, 2013	4.16	
4.23[b]	Follow-On Investment Agreement, dated December 24, 2012, between registrant and Biolding Investment SA	10-K	001-34885	March 28, 2013	4.17	
4.24	Securities Purchase Agreement, dated March 27, 2013, between registrant and Biolding Investment SA	10-Q	001-34885	June 9, 2013	4.01	

4.25	Securities Purchase Agreement, dated August 8, 2013, between registrant, Maxwell (Mauritius) Pte Ltd and Total Energies Nouvelles Activités USA (f.k.a Total Gas & Power USA, SAS)	10-Q	001-34885	November 5, 2013	4.01
4.26[b]	Amendment No. 1 dated October 16, 2013, to the Securities Purchase Agreement, dated August 8, 2013, between registrant and other parties named therein	10-K	001-34885	April 2, 2014	4.25
4.27	Tranche I Note Amendment and Amendment No. 2 dated December 24, 2013, to the Securities Purchase Agreement, dated August 8, 2013, between registrant and other parties named therein	10-K	001-34885	April 2, 2014	4.24
4.28	Form of Tranche I Senior Convertible Note issued to each selling stockholder in the amounts set forth next to each selling stockholder's name on Schedule I of Exhibit 4.02 hereof (as amended and restated as set forth on Schedule I of Exhibit 4.XX hereof) ABOVE	10-Q	001-34885	November 4, 2013	4.01
4.29	Form of Tranche II Senior Convertible Note issued to each selling stockholder in the amounts set forth next to each selling stockholder's name on Schedule I of Exhibit 4.02 hereof (as amended and restated as set forth on Schedule I of Exhibit 4.XX hereof) ABOVE	10-Q	001-34885	November 4, 2013	4.01
4.30	5% Unsecured Convertible Note dated October 13, 2013 issued to Total Energies Nouvelles Activités USA (Tranche I)	10-Q	001-34885	May 9, 2014	4.04
4.31	10% Unsecured Convertible Note dated January 15, 2014 issued to Total Energies Nouvelles Activités USA (Tranche II)	10-Q	001-34885	May 9, 2014	4.05
4.32	Securities Purchase Agreement, dated March 28, 2014 between registrant and Kuraray Co. Ltd.	10-Q	001-34885	May 9, 2014	4.01
4.33	Loan and Security Agreement, dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	May 9, 2014	4.02
4.34	First Amendment dated June 12, 2014, to Loan and Security Agreement dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	August 8, 2014	4.06
4.35	Second Amendment dated March 30, 2015 to Loan and Security Agreement dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	May 7, 2015	10.05
4.36	Letter Agreement, dated March 29, 2014 between registrant and Total Energies Nouvelles Activités USA	10-Q	001-34885	May 9, 2014	4.03

4.37[b]	Amended and Restated Letter Agreement re: Certain Registration Rights dated May 8, 2014 between registrant and the purchasers listed therein	10-Q	001-34885	August 8, 2014	4.01	
4.38	6.5% Convertible Senior Note due 2019 dated May 29, 2014 issued by registrant to Morgan Stanley & Co. LLC	10-Q	001-34885	August 8, 2014	4.02	
4.39[a]	6.5% Convertible Senior Note due 2019 dated May 29, 2014 issued by registrant to Maxwell (Mauritius) Pte Ltd.	10-Q	001-34885	August 8, 2014	4.03	
4.40	Form of Indenture	S-3	333-203216	April 2, 2014	4.06	
4.41	Indenture dated May 29, 2014 between registrant and Wells Fargo Bank, National Association, as Trustee	8-K	001-34885	May 29, 2014	4.01	
4.42	Registration Rights Agreement dated February 24, 2015, between the registrant and Nomis Bay Ltd	8-K	001-34885	February 26, 2015	4.01	
4.43	Voting Agreement, dated July 24, 2015, between registrant and Foris Ventures, LLC					X
4.44	Securities Purchase Agreement, dated July 24, 2015, between registrant and the Purchasers listed therein					X
4.45[e]	Form of Warrant to Purchase Stock issued on July 24, 2015	S-3	333-204102	August 12, 2015	4.21	
4.46	Exchange Agreement, dated July 29, 2015, between registrant and the Investors therein					X
4.47	Maturity Treatment Agreement dated July 29, 2015, between registrant and the Investors listed therein					X
4.48	Letter Agreement dated as of July 29, 2015 among registrant and registrant's security holders listed therein.	S-3	333-204102	August 12, 2015	4.20	
4.49	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Total Energes Nouvelles Activités USA	S-3	333-204102	August 12, 2015	4.22	
4.50	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Total Energes Nouvelles Activités USA	S-3	333-204102	August 12, 2015	4.23	
4.51	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.24	
4.52	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.25	
4.53	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.26	

10.01[cf]	Letter Agreement re Joint Venture Restructuring, dated July 24, 2015, between registrant and Total Energies Nouvelles Activités USA	X
10.02	Amendment No.1, dated July 26, 2015, to the Pilot Plant Services Agreement, dated April 4,2014, between registrant and Total New Energies USA, Inc.	X
10.03[c]	Technology Investment Agreement, dated September 22, 2015, between registrant and The Defense Advanced Research Project Agency (DARPA), as modified on October 15, 2015	X
10.04[cf]	Amendment No.1, dated June 28, 2013 to Agreement for Credit Opening, dated November 16, 2011, between Amyris Brasil Ltda. and Banco Nacional de Desenvolvimento Econômico e Social -BNDES	X
10.05[cf]	Amendment No.2, dated September 16, 2015 to Agreement for Credit Opening, dated November 16, 2011, between Amyris Brasil Ltda. and Banco Nacional de Desenvolvimento Econômico e Social - BNDES	X
31.01	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(c) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
31.02	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(c) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
32.01[g]	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
32.02[g]	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
101[h]	The following materials from Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Operations; (ii) the Consolidated Balance Sheets; (iii) the Consolidated Statements of Comprehensive Income; (iv) the Consolidated Statements of Convertible Preferred Stock, Redeemable Noncontrolling Interest and Equity (Deficit); (v) the Consolidated Statements of Cash Flows; and (vi) Notes to Consolidated Financial Statements	X

a Registrant issued substantially identical 6.5% Senior Convertible Notes due 2019 (the "6.5% Notes") to Maxwell (Mauritius) Pte Ltd. ("Temasek"), Total Energies Nouvelles Activités USA, and Foris Ventures, LLC on May 29, 2014. Registrant has filed the 6.5% Note issued to Temasek, and has included, with Exhibit 4.35, a schedule (Schedule A to Exhibit 4.03 of registrant's Form 10-Q filed August 8, 2014) identifying each of the 6.5% Notes and setting forth the material details in which the other 6.5% Notes differ from the filed 6.5% Note (i.e., the note number, the purchasers, and the amounts of the 6.5% Notes).

b Portions of this exhibit, which have been granted confidential treatment by the Securities and Exchange Commission, have been omitted.

c Portions of this exhibit have been omitted pending a determination by the Securities and Exchange Commission as to whether these portions should be granted confidential treatment.

d Substantially identical Voting Agreements, each dated July 29, 2015, were entered into with six (6) separate investors. Registrant has filed the Voting Agreement entered into with Foris Ventures LLC, which is substantially identical in all material respects to all of such Voting Agreements, except as to the parties thereto, all of whom are listed on a schedule attached to Exhibit 4.43 (Schedule A to Exhibit 4.43).

e Registrant issued substantially identical warrants to the purchasers under that certain Securities Purchase Agreement entered into on July 24, 2015. Registrant has filed the form of warrant issued to Total Energies Nouvelles Activités USA, and has included, with Exhibit 4.45, a schedule (Schedule A to Exhibit 4.45) identifying each of the warrants and setting forth the material details in which the other warrants differ from the filed form of warrant (i.e., the names of the purchasers, the warrant numbers and the respective amounts of shares underlying the warrants).

f Translation to English from Portuguese or Dutch, as applicable, in accordance with Rule 12b-12(d) of the regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (or the Exchange Act).

g This certification shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

h Pursuant to applicable securities laws and regulations, registrant is deemed to have complied with the reporting obligation relating to the submission of interactive data files in such exhibits and is not subject to liability under any anti-fraud provisions of the federal securities laws as long as registrant has made a good faith attempt to comply with the submission requirements and promptly amends the interactive data files after becoming aware that the interactive data files fails to comply with the submission requirements. These interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act, are deemed not filed for purposes of section 18 of the Exchange Act and otherwise are not subject to liability under these sections.

(c) *Financial statements and schedules.*

Reference is made to Item 15(a) above.

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 thereunto duly authorized.

Dated: November 9, 2015

AMYRIS, INC.

/s/ JOHN G. MELO

John G. Melo
Director, President and Chief Executive Officer
(Principal Executive Officer)

Dated: November 9, 2015

/s/ RAFFI ASADORIAN

Raffi Asadorian
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

Exhibit No.	Description	Previously Filed				Filed Herewith
		Form	File No.	Filing Date	Exhibit	
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3.03	Restated Bylaws	10-Q	001-34885	November 10, 2010	3.02	
4.01	Form of Stock Certificate	S-1	333-166135	July 6, 2010	4.01	
4.02	Specimen of Preferred Stock Certificate	S-3	333-203216	April 2, 2014	4.02	
4.03	Form of Common Stock Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.03	
4.04	Form of Preferred Stock Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.04	
4.05	Form of Debt Securities Warrant Agreement and Warrant Certificate	S-3	333-203216	April 2, 2014	4.05	
4.06	Amended and Restated Investors' Rights Agreement, dated June 21, 2010, among registrant and its security holders listed therein	S-1	333-166135	June 23, 2010	4.02	
4.07	First Amendment to Amended and Restated Investors' Rights Agreement, dated February 23, 2012, among registrant and registrant's security holders listed therein	S-3	333-180005	March 9, 2012	4.06	
4.08	Amendment No. 2 to Amended and Restated Investors' Rights Agreement, dated December 24, 2012, among registrant and registrant's security holders listed therein	10-K	001-34885	March 28, 2013	4.04	
4.09	Amendment No. 3 to Amended and Restated Investors' Rights Agreement, dated March 27, 2013, among registrant and registrant's security holders listed therein	10-Q	001-34885	June 9, 2013	4.02	
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4.12	Amendment No. 6 to Amended and Restated Investors' Rights Agreement dated July 29, 2015 among registrant and registrant's security holders listed therein	S-3	333-204102	August 12, 2015	4.17	

4.13	Warrant to Purchase Stock, dated December 23, 2011, issued to ATEL Ventures, Inc.	10-K	001-34885	February 28, 2012	4.07	
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4.15	Agreement, dated February 23, 2012, among registrant, Maxwell (Mauritius) Pte Ltd, Naxyris SA, Biolding Investment SA and Sualk Capital Ltd.	10-Q	001-34885	May 9, 2012	4.02	
4.16	Securities Purchase Agreement, dated February 24, 2012, among registrant and certain investment funds affiliated with Fidelity Investments Institutional Services Company, Inc. listed therein (each, a Fidelity Purchaser)	S-3	333-180005	March 9, 2012	4.02	
4.17	Form of Unsecured Senior Convertible Promissory Note issued by registrant to the Fidelity Purchasers in the amounts set forth next to each Fidelity Purchaser's name on Schedule I of Exhibit 4.12 hereof	S-3	333-180005	March 9, 2012	4.03	
4.18	Registration Rights Agreement, dated February 27, 2012, among registrant and the Fidelity Purchasers	S-3	333-180005	March 9, 2012	4.04	
4.19	Securities Purchase Agreement, dated July 30, 2012, between registrant and Total Gas & Power USA, SAS	10-Q	001-34885	November 9, 2012	4.01	
4.20	Registration Rights Agreement, dated July 30, 2012, between registrant and Total Gas & Power USA, SAS	10-Q	001-34885	November 9, 2012	4.03	
4.21	1.5% Senior Secured Convertible Note due 2017 dated July 29, 2015 issued by registrant to Total Energies Nouvelles Activités USA (RS-9)					X
4.22[b]	Securities Purchase Agreement, dated December 24, 2012, between registrant and certain investors listed therein	10-K	001-34885	March 28, 2013	4.16	
4.23[b]	Follow-On Investment Agreement, dated December 24, 2012, between registrant and Biolding Investment SA	10-K	001-34885	March 28, 2013	4.17	
4.24	Securities Purchase Agreement, dated March 27, 2013, between registrant and Biolding Investment SA	10-Q	001-34885	June 9, 2013	4.01	
4.25	Securities Purchase Agreement, dated August 8, 2013, between registrant, Maxwell (Mauritius) Pte Ltd and Total Energies Nouvelles Activités USA (f.k.a Total Gas & Power USA, SAS)	10-Q	001-34885	November 5, 2013	4.01	
4.26[b]	Amendment No. 1 dated October 16, 2013, to the Securities Purchase Agreement, dated August 8, 2013, between registrant and other parties named therein	10-K	001-34885	April 2, 2014	4.25	

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4.29	Form of Tranche II Senior Convertible Note issued to each selling stockholder in the amounts set forth next to each selling stockholder's name on Schedule I of Exhibit 4.02 hereof (as amended and restated as set forth on Schedule I of Exhibit 4.XX hereof) ABOVE	10-Q	001-34885	November 4, 2013	4.01
4.30	5% Unsecured Convertible Note dated October 13, 2013 issued to Total Energies Nouvelles Activités USA (Tranche I)	10-Q	001-34885	May 9, 2014	4.04
4.31	10% Unsecured Convertible Note dated January 15, 2014 issued to Total Energies Nouvelles Activités USA (Tranche II)	10-Q	001-34885	May 9, 2014	4.05
4.32	Securities Purchase Agreement, dated March 28, 2014 between registrant and Kuraray Co. Ltd.	10-Q	001-34885	May 9, 2014	4.01
4.33	Loan and Security Agreement, dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	May 9, 2014	4.02
4.34	First Amendment dated June 12, 2014, to Loan and Security Agreement dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	August 8, 2014	4.06
4.35	Second Amendment dated March 30, 2015 to Loan and Security Agreement dated March 29, 2014 between registrant and Hercules Technology Growth Capital, Inc.	10-Q	001-34885	May 7, 2015	10.05
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4.39[a]	6.5% Convertible Senior Note due 2019 dated May 29, 2014 issued by registrant to Maxwell (Mauritius) Pte Ltd.	10-Q	001-34885	August 8, 2014	4.03	
4.40	Form of Indenture	S-3	333-203216	April 2, 2014	4.06	
4.41	Indenture dated May 29, 2014 between registrant and Wells Fargo Bank, National Association, as Trustee	8-K	001-34885	May 29, 2014	4.01	
4.42	Registration Rights Agreement dated February 24, 2015, between the registrant and Nomis Bay Ltd	8-K	001-34885	February 26, 2015	4.01	
4.43	Voting Agreement, dated July 24, 2015, between registrant and Foris Ventures, LLC					X
4.44	Securities Purchase Agreement, dated July 24, 2015, between registrant and the Purchasers listed therein					X
4.45[e]	Form of Warrant to Purchase Stock issued on July 24, 2015	S-3	333-204102	August 12, 2015	4.21	
4.46	Exchange Agreement, dated July 29, 2015, between registrant and the Investors therein					X
4.47	Maturity Treatment Agreement dated July 29, 2015, between registrant and the Investors listed therein					X
4.48	Letter Agreement dated as of July 29, 2015 among registrant and registrant's security holders listed therein.	S-3	333-204102	August 12, 2015	4.20	
4.49	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Total Energes Nouvelles Activités USA	S-3	333-204102	August 12, 2015	4.22	
4.50	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Total Energes Nouvelles Activités USA	S-3	333-204102	August 12, 2015	4.23	
4.51	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.24	
4.52	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.25	
4.53	Warrant to Purchase Stock issued July 29, 2015 by the registrant to Maxwell (Mauritius) PTE Ltd	S-3	333-204102	August 12, 2015	4.26	
10.01[cf]	Letter Agreement re Joint Venture Restructuring, dated July 24, 2015, between registrant and Total Energies Nouvelles Activités USA					X
10.02	Amendment No.1, dated July 26, 2015, to the Pilot Plant Services Agreement, dated April 4,2014, between registrant and Total New Energies USA, Inc.					X

10.03[c]	Technology Investment Agreement, dated September 22, 2015, between registrant and The Defense Advanced Research Project Agency (DARPA), as modified on October 15, 2015	X
10.04[cf]	Amendment No.1, dated June 28, 2013 to Agreement for Credit Opening, dated November 16, 2011, between Amyris Brasil Ltda. and Banco Nacional de Desenvolvimento Econômico e Social -BNDES	X
10.05[cf]	Amendment No.2, dated September 16, 2015 to Agreement for Credit Opening, dated November 16, 2011, between Amyris Brasil Ltda. and Banco Nacional de Desenvolvimento Econômico e Social - BNDES	X
31.01	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(c) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
31.02	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rules 13a-14(c) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
32.01[g]	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
32.02[g]	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
101[h]	The following materials from Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Operations; (ii) the Consolidated Balance Sheets; (iii) the Consolidated Statements of Comprehensive Income; (iv) the Consolidated Statements of Convertible Preferred Stock, Redeemable Noncontrolling Interest and Equity (Deficit); (v) the Consolidated Statements of Cash Flows; and (vi) Notes to Consolidated Financial Statements	X

a Registrant issued substantially identical 6.5% Senior Convertible Notes due 2019 (the "6.5% Notes") to Maxwell (Mauritius) Pte Ltd. ("Temasek"), Total Energies Nouvelles Activités USA, and Foris Ventures, LLC on May 29, 2014. Registrant has filed the 6.5% Note issued to Temasek, and has included, with Exhibit 4.35, a schedule (Schedule A to Exhibit 4.03 of registrant's Form 10-Q filed August 8, 2014) identifying each of the 6.5% Notes and setting forth the material details in which the other 6.5% Notes differ from the filed 6.5% Note (i.e., the note number, the purchasers, and the amounts of the 6.5% Notes).

b Portions of this exhibit, which have been granted confidential treatment by the Securities and Exchange Commission, have been omitted.

c Portions of this exhibit have been omitted pending a determination by the Securities and Exchange Commission as to whether these portions should be granted confidential treatment.

d Substantially identical Voting Agreements, each dated July 29, 2015, were entered into with six (6) separate investors. Registrant has filed the Voting Agreement entered into with Foris Ventures LLC, which is substantially identical in all material respects to all of such Voting Agreements, except as to the parties thereto, all of whom are listed on a schedule attached to Exhibit 4.43 (Schedule A to Exhibit 4.43).

e Registrant issued substantially identical warrants to the purchasers under that certain Securities Purchase Agreement entered into on July 24, 2015. Registrant has filed the form of warrant issued to Total Energies Nouvelles Activités USA, and has included, with Exhibit 4.45, a schedule (Schedule A to Exhibit 4.45) identifying each of the warrants and setting forth the material details in which the other warrants differ from the filed form of warrant (i.e., the names of the purchasers, the warrant numbers and the respective amounts of shares underlying the warrants).

f Translation to English from Portuguese or Dutch, as applicable, in accordance with Rule 12b-12(d) of the regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (or the Exchange Act).

g This certification shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

h Pursuant to applicable securities laws and regulations, registrant is deemed to have complied with the reporting obligation relating to the submission of interactive data files in such exhibits and is not subject to liability under any anti-fraud provisions of the federal securities laws as long as registrant has made a good faith attempt to comply with the submission requirements and promptly amends the interactive data files after becoming aware that the interactive data files fails to comply with the submission requirements. These interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act, are deemed not filed for purposes of section 18 of the Exchange Act and otherwise are not subject to liability under these sections.

Exhibit 4.21

1.5% SENIOR SECURED CONVERTIBLE NOTE

RS-9 July 29, 2015

U.S. $5,000,751.86

THE SECURITIES REPRESENTED BY THIS NOTE AND THE SECURITIES ISSUABLE UPON ITS CONVERSION HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT OR SUCH LAWS AND, IF REASONABLY REQUESTED BY THE COMPANY, UPON DELIVERY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE ACT OR SUCH LAWS. THIS NOTE IS ALSO SUBJECT TO THE TRANSFER RESTRICTIONS CONTAINED IN THE SECURITIES PURCHASE AGREEMENT, DATED AS OF JULY 30, 2012, AMONG THE COMPANY AND TOTAL ENERGIES NOUVELLES ACTIVITÉS USA (FORMERLY KNOWN AS TOTAL GAS & POWER USA, SAS).

FOR VALUE RECEIVED, the undersigned, Amyris, Inc., a Delaware corporation (the " ***Company***"), promises to pay to Total Energies Nouvelles Activités USA (formerly known as Total Gas & Power USA, SAS), a *société par actions simplifiée* organized under the laws of the Republic of France, or its Permitted Transferees pursuant to Section 13 of this Note (the "***Investor***"), in lawful money of the United States and in immediately available funds (or in shares of Common Stock as provided herein), U.S. $5,000,751.86 (the "***Face Amount***"), all in accordance with the provisions of this Note. The "***Issue Date***" of this Note is July 29, 2015.

This Note was issued pursuant to the Securities Purchase Agreement, dated as of July 30, 2012 (as amended from time to time, the "***Agreement***"), among the Company and the Investor. Unless the context otherwise requires, as used herein, "***Note***" means any of the Convertible Notes issued to the Investor pursuant to the Agreement and any other similar convertible notes issued by the Company in exchange for, or to effect a transfer of, any Note and "***Notes***" means all such Notes in the aggregate. This Note is issued in exchange for Note RS-2 originally issued on December 2, 2013, which was issued in exchange for Note R-4 originally issued on June 6, 2013 (the "***Original Issue Date***") pursuant to the Agreement.

The Company's liabilities, obligations and indebtedness to the Investor for monetary amounts, whether now or hereafter owing, arising, due or payable under this Note (collectively, the "***Obligations***"), are secured by a lien on all of the Company's right, title and interests in and to the Company's shares in the capital of Total Amyris BioSolutions B.V., a private company with limited liability organized under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) ("***JVCO***"), as well as certain additional collateral pursuant to a

pledge agreement executed as a notarial deed as of as of December 2, 2013 before , civil law notary in Amsterdam, the Netherlands, or his deputy, by the Company in favor of the Investor, and in the presence of and acknowledged by JVCO, as amended from time to time.

1. Definitions. For purposes of this Note, the following definitions shall be applicable:

"***Affiliate***" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person; for purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and 'under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise.

"***Amyris License Agreement***" has the meaning ascribed thereto in the Shareholders Agreement.

"***Bankruptcy Law***" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"***Board of Directors***" means the board of directors of the Company.

"***Business Day***" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

"***Capital Lease Obligation***" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"***Certificate of Incorporation***" means the Company's Restated Certificate of Incorporation, as amended and as in effect on the date hereof.

"***Change of Control***" shall mean the occurrence of any of the following: (i) the consolidation of the Company with, or the merger of the Company with or into, another "person" (as such term is used in Rule 13d-3 and Rule 13d-5 of the Exchange Act), or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole, or the consolidation of another "person" with, or the merger of another "person" into, the Company, other than in each case pursuant to a transaction in which the "persons" that "beneficially owned" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, the Voting Shares of the Company immediately prior to the transaction "beneficially own", directly or indirectly, Voting Shares representing at least a majority of the total voting power of all outstanding classes of voting stock of the surviving or transferee person; (ii) the adoption by the Company of a plan relating to the liquidation or dissolution of the Company; (iii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" directly or indirectly, of more than 50% of the Voting Shares of the Company (measured by

voting power rather than number of shares); or (iv) the first day on which a majority of the members of the Board of Directors does not consist of Continuing Directors.

"***Class A Note***" has the meaning ascribed thereto in the Shareholders Agreement.

"***Closing Price***" of the shares of Common Stock on any day means the last reported sale price regular way on such day or, in the case no such sale takes place on such day, the average of the reported closing bid and asked prices regular way of the shares of Common Stock, in each case as quoted on The NASDAQ Stock Market or such other principal securities exchange or inter-dealer quotation system on which the shares of Common Stock are then traded.

"***Common Stock***" means the Company's common stock, $0.0001 par value per share (or such other security into which such Common Stock is exchanged for (or becomes) pursuant to the consummation of a Capital Reorganization (as defined in Section 3(g))).

"***Continuing Director***" shall mean, as of any date of determination, any member of the Board of Directors who (i) was a member of the Board of Directors on July 31, 2012 or (ii) was nominated for election or elected to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination or election and who voted with respect to such nomination or election; provided that a majority of the members of the Board of Directors voting with respect thereto shall at the time have been Continuing Directors.

"***Debt***" shall mean, with respect to any person, any indebtedness of such person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances or representing Capital Lease Obligations or the balance deferred and unpaid of the purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, as well as all Debt of others secured by a Lien on any asset of such Person (whether or not such Debt is assumed by such Person) and Lease Debt and, to the extent not otherwise included, the Guarantee by such Person of any Debt of any other Person. The indebtedness of the Company represented by this Note shall constitute Debt. The amount of any Debt outstanding as of any date shall be (i) the accreted value thereof, in the case of any Debt that does not require current payments of interest or (ii) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Debt.

"***Default***" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"Disqualified Stock" means any capital stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the capital stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the capital stock, in whole or in part, on or prior to the date that is 91 days after the

date on which this Note matures. The amount of Disqualified Stock deemed to be outstanding at any time will be the maximum amount that the Company and its Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"***Final Go Decision Date***" has the meaning ascribed thereto in the Shareholders Agreement.

"***GAAP***" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession in the United States, which are in effect from time to time.

"***Guarantee***" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, by way of a pledge of assets, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Debt.

"***Hedging Obligations***" means, with respect to any person, the obligations of such person under (i) currency exchange or interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and (ii) other agreements or arrangements designed to protect such person against fluctuations in interest rates or currency exchange rates.

"***Intellectual Property***" has the meaning ascribed thereto in the Agreement.

"***Jet Go Decision***" has the meaning ascribed thereto in the Master Framework Agreement.

"***Larger Shareholder***" shall mean any "person" or "group" (as each such term is used in Rule 13d-3 and Rule 13d-5 of the Exchange Act) who shall "beneficially own" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, Voting Shares of the Company (measured by voting power rather than number of shares) representing a larger number of Voting Shares than the number of Voting Shares of the Company (measured by voting power rather than number of shares) "beneficially owned", directly or indirectly, by the Investor and its Affiliates, in each case as reported on (or required to have been reported on to the extent any "executive officer" (as such term is defined in Rule 3b-7 under the Exchange Act) of the Company has actual knowledge of the number of such "person" or "group's" Voting Shares) the most recent Schedule 13D or Schedule 13G or an amendment to any such Schedule filed with the Securities and Exchange Commission by any such "person" or "group" or by the Investor or any of its Affiliates or as otherwise publicly announced by any such "person" or "group" or by the Investor or any of its Affiliates.

"***Lease Debt***" means, with respect to any Person, (i) the amount of any accrued and unpaid obligations of such Person arising under any lease or related document (including a

purchase agreement, conditional sale or other title retention agreement) in connection with the lease of real property or improvement thereon (or any personal property included as part of any such lease) which provides that such Person is contractually obligated to purchase or cause a third party to purchase the leased property or pay an agreed upon residual value of the leased property to the lessor (whether or not such lease transaction is characterized as an operating lease or a capitalized lease in accordance with GAAP) and (ii) the guarantee, direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of any of the amounts set forth in (i) above.

"***Lien***" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction). Notwithstanding the foregoing, (x) prior to either the No-Go Decision Date or the Final Go Decision Date, a license to any Intellectual Property for uses other than those set forth in the scope of the Amyris License Agreement shall not constitute a Lien hereunder, (y) following the No-Go Decision Date with respect to a particular JV Product or JV Products, a license to any Intellectual Property with respect to such JV Product or JV Products shall not constitute a Lien hereunder, and (z) following the Final Go Decision Date with respect to a particular JV Product or JV Products, a license to any Intellectual Property with respect to such JV Product or JV Products for uses other than those set forth in the scope of the Amyris License Agreement, shall not constitute a Lien hereunder.

"***Master Framework Agreement***" shall have the meaning specified in the Agreement.

"***No-Go Decision Date***" has the meaning ascribed thereto in the Master Framework Agreement.

"***Permitted Transferees***" shall mean any Affiliate of Total Energies Nouvelles Activités USA.

"***Person***" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"***Registration Rights Agreement***" means that certain Registration Rights Agreement, dated July 30, 2012, by and among the Company and the Investor.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Shareholders Agreement***" means the Shareholders' Agreement dated as of December 2, 2013, by and among the Company, the Investor and JVCO.

"***Significant Subsidiary***" means any Subsidiary of the Company that would be a "significant subsidiary" within the meaning specified in Rule 1-02(w) of Regulation S-X promulgated by the Commission under the Exchange Act..

"***Subsidiary***" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"***Trading Day***" means, with respect to the Common Stock, each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not generally traded on The NASDAQ Stock Market (or its successor) or such other principal securities exchange or inter-dealer quotation system on which the shares of Common Stock are then traded.

"***Transfer***" means, directly or indirectly, to offer, sell (including any short sale), transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of law or otherwise), either voluntarily or involuntarily, or enter into any contract, option or other arrangement or understanding with respect to the offer, sale (including any short sale), transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of (by merger, testamentary disposition, operation of law or otherwise), any Conversion Shares "beneficially owned" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) by a Person or any interest (including any right to (x) all or any portion of the pecuniary interest in the security, including, without limitation, the right to receive dividends and distributions, proceeds upon liquidation and receive the proceeds of disposition or conversion (if applicable) of the security, or (y) direct the voting of the security with respect to any matter for which the security is entitled to vote) in any Conversion Shares beneficially owned by a Person. Whether or not treated as an offer or sale of the Conversion Shares under the Securities Act, "***Transfer***" shall also include any hedging or other transaction entered into after the date hereof, such as any purchase, sale (including any short sale) or grant of any right (including without limitation any put or call option) with respect to any of the Conversion Shares or with respect to any security that includes or derives any significant part of its value from such Conversion Shares.

"***Voting Shares***" of any person means capital shares or capital stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency.

2. Interest; Payment of Principal of Note; Cancellation of Note.

(a) **Interest**. This Note shall bear interest from the Issue Date on the Face Amount at a rate per annum equal to 1.50% (subject to Section 5(c)). Interest on this Note shall accrue daily and be due and payable in arrears on the Final Maturity Date and at such other times as may be specified herein. All computations of interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more interest being paid than if computed on the basis of a 365-day year). Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing this Note shall bear interest on the Face Amount at a rate per annum equal to 2.50% (as may be further adjusted pursuant to Section 5(c)).

(b) **Scheduled Payment of Principal**. Unless paid, converted or cancelled and extinguished earlier in accordance with the terms hereof, the Company shall deliver to the Investor cash in the amount of the Face Amount, together with all accrued and unpaid interest on this Note, on March 1, 2017 (the "***Final Maturity Date***").

(c) **Final Go Decision Date After a Go Decision**. Promptly following the occurrence of the Final Go Decision Date after a Go Decision, and concurrently with the execution and delivery of the Final Shareholders' Agreement, the Company will repurchase this Note from the Investor at a price equal to 100% of the Face Amount of this Note, plus any accrued and unpaid interest thereon as of the date of the execution and delivery of the Final Shareholders' Agreement.

(d) **Final Go Decision Date After a Jet Go Decision.** Promptly following the occurrence of the Final Go Decision Date after a Jet Go Decision, and concurrently with the execution and delivery of the Final Shareholders' Agreement, (i) the Company will repurchase from the Investor 30% of the Debt represented by the Face Amount of this Note at a price equal to 30% of the Face Amount of this Note, plus any accrued and unpaid interest on this Note as of the date of the execution and delivery of the Final Shareholders' Agreement and (ii) upon receipt of this Note from the Investor, the Company shall concurrently issue and deliver to the Investor a new Note in an aggregate principal amount equal to 70% of the Debt represented by the Face Amount.

3. Conversion Rights; Adjustments. The Investor shall have conversion rights as follows (the "***Conversion Rights***"):

(a) **Investor's Right to Convert**. At any time (i) after the tenth Trading Day prior to the Final Maturity Date and prior to the fifth Trading Day prior to the Final Maturity Date, (ii) after the earlier to occur of (x) the occurrence of a Change of Control and (y) the date of the Company's delivery of the Change of Control Notice pursuant to Section 4(b), and in each case and prior to the fifth Trading Day prior to the Final Maturity Date, (iii) when there shall then exist a Larger Shareholder after the No-Go Decision Date, or (iv) after the occurrence of an Event of Default, the Investor shall have the right to convert the Face Amount of this Note, in whole or in part, at the option of the Investor, at any time within the period specified above into a number of fully paid and nonassessable authorized but unissued Common Stock determined by dividing (x) the Face Amount proposed to be converted at such date by (y) the then effective

Conversion Price on the Conversion Date (as defined in Section 3(c)(i)) (the "***Investor Optional Conversion***").

(b) The "Conversion Price" at which Common Stock shall be deliverable upon conversion of the Notes (the "***Conversion Price***") shall initially be $3.08. Such initial Conversion Price shall be subject to adjustment as provided below.

(c) **Mechanics of Conversion**.

(i) In order to exercise its rights pursuant to the Investor Optional Conversion, the Investor shall deliver written notice in the form of Exhibit 1 to the Company stating that the Investor elects to convert all or part of the Face Amount represented by this Note. Such notice shall state the Face Amount of Notes which the Investor seeks to convert and shall be accompanied within one (1) Trading Day by the Note or Notes subject to conversion. The date contained in the notice (which date shall be no earlier than the Trading Day immediately following the date of the notice) shall be the date of conversion of the Note (such date of conversion, the "***Conversion Date***") and the Investor shall be deemed to be the beneficial owner of the underlying Common Stock as of such date.

(ii) The Investor shall be deemed to beneficially own the Common Stock underlying this Note as of the applicable Conversion Date. Not later than three (3) Trading Days following the Conversion Date, the Company shall promptly issue and deliver to the Investor a certificate or certificates for the number of shares of Common Stock to which the Investor is entitled and, in the case where only part of a Note is converted, the Company shall execute and deliver (at its own expense) a new Note of any authorized denomination as requested by the Investor in an aggregate principal amount equal to and in exchange for the unconverted portion of the principal amount of the Note so surrendered.

(iii) Upon conversion of this Note in whole or in part in accordance with the provision of Section 3(c) of this Note, the Company shall pay to the Investor, substantially concurrently with delivery of the shares of Common Stock issuable on such conversion (the "***Conversion Shares***"), (i) any accrued and unpaid interest, through the day preceding the Conversion Date, on the portion of the Face Amount represented by this Note that has been so converted and (ii) $2,828,944.92, representing the accrued and unpaid interest on the Notes (including any Notes converted into Common Stock as of the Issue Date) as of the Issue Date. In addition, upon conversion of this Note in whole or in part following a Change of Control the Company shall pay to the Investor, substantially concurrently with delivery of the Conversion Shares, an amount in cash equal to the interest that would have accrued at a rate per annum equal to 1.50% from such Conversion Date through the Final Maturity Date on the portion of the Face Amount represented by this Note that has been so converted if such Note (or portion of the Note) had not been converted ("***Make-Whole Interest***"). Notwithstanding the foregoing, in no event will the total amount of Make-Whole Interest exceed $487,086.30.

(iv) The Company shall at all times during which the Notes shall be outstanding, have and keep available out of its authorized but unissued shares, for the purpose of effecting the conversion of the outstanding Notes, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding

Notes. In no event shall the Conversion Price be reduced to an amount less than the then par value of the Common Stock.

(v) No fractional shares of Common Stock shall be issued upon any conversion of the Notes pursuant to this Section 3. In lieu of fractional shares, the Company shall pay cash equal to such fraction multiplied by the Closing Price of the Common Stock on the Conversion Date.

(vi) All Notes (or the portions thereof) which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such Notes, except only the right of the Investor to receive shares of Common Stock in exchange therefor, accrued and unpaid interest and Make-Whole Interest, if applicable, each as described in Section 3(b)(iii) and, if applicable, cash for any fractional shares of Common Stock. Any Notes, to the extent so converted, shall be retired and canceled.

(vii) If any conversion pursuant to this Section 3 is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of the Investor, be conditioned upon the closing with the underwriter of the sale of the Conversion Shares issuable to the Investor pursuant to such offering, in which event the Investor shall not be deemed to have converted such Notes until immediately prior to the closing of such sale of securities.

(d) **Adjustment for Share Splits and Combinations**. If the Company shall at any time or from time to time after July 31, 2012 effect a subdivision of the outstanding shares of Common Stock, the Conversion Price and Conversion Price Floor (as defined in Section 3(e)) then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time or from time to time after July 31, 2012 combine the outstanding shares of Common Stock, the Conversion Price and Conversion Price Floor then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(e) **Adjustment for Certain Dividends and Distributions**. In the event the Company at any time or from time to time after July 31, 2012, shall make or issue a dividend or other distribution payable in (x) additional shares of Common Stock, then and in each such event the Conversion Price shall be decreased as of the time of such issuance, by multiplying such Conversion Price by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such issuance and the denominator of which shall be the total number of shares of Common Stock outstanding immediately prior to such issuance plus the number of such additional shares of Common Stock issuable in payment of such dividend or distribution; (y) in cash, then and in each such event, the Conversion Price shall be decreased as of the time of such issuance, by multiplying such Conversion Price by a fraction, the numerator of which shall be the Closing Price of the Common Stock on the Trading Day immediately preceding the ex-dividend date for such dividend and distribution minus the amount in cash per share of Common Stock that the Company dividends or distributes, and the denominator of which shall be the Closing Price of the Common Stock on the Trading Day immediately preceding the ex-dividend date for such dividend and distribution; (z) shares of

capital stock of the Company, evidences of indebtedness, or any other asset (collectively, the "***Distributed Property***"), then and in each such event, the Conversion Price shall be decreased as of the time of such issuance, by multiplying such Conversion Price by a fraction, the numerator of which shall be the Closing Price of the Common Stock on the Trading Day immediately preceding the ex-dividend date for such dividend and distribution minus the fair market value (as determined in good faith by the Company's board of directors) of the Distributed Property distributed with respect to each share of Common Stock, and the denominator of which shall be the Closing Price of the Common Stock on the Trading Day immediately preceding the exdividend date for such dividend and distribution. Notwithstanding the foregoing, in no event shall the Conversion Price be reduced below $2.78 (as may be adjusted pursuant to Section 3(d), the "***Conversion Price Floor***") pursuant to this clause (e). If a distribution or dividend would cause the Conversion Price to be below the Conversion Price Floor if not for the immediately preceding sentence, the Company shall allow the Investor to participate in the dividend or distribution as if it held the number of shares of Common Stock that this Note would be convertible into at the close of business on the day immediately preceding the ex-dividend date or effective date, as the case may be, for such distribution or dividend, and no adjustment shall be made to the Conversion Price as a result of such distribution or dividend.

(f) **Adjustment for Reclassification, Exchange or Substitution**. If at any time after July 31, 2012, shares of Common Stock of the Company shall be changed into the same or a different number of shares of any class or classes of shares, whether by reclassification, or otherwise (other than a subdivision or combination of shares, share dividend or reorganization, reclassification, merger, consolidation or asset sale provided for elsewhere in this Section 3), then and in each such event the Company shall enter into an amendment to supplement to this Note to provide that the Note will become convertible (subject to Section 3(a)) into the kind and amount of shares and other securities and property receivable upon such reorganization, reclassification, or other change, by holders of the number of shares of Common Stock into which this Note might have been converted immediately prior to such reorganization, reclassification, or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(g) **Reorganizations, Mergers, Consolidations or Asset Sales**. If at any time after July 31, 2012 there is a tender offer, exchange offer, merger, consolidation, recapitalization, sale of all or substantially all of the Company's assets or reorganization involving the shares of Common Stock (collectively, a "***Capital Reorganization***") (other than a merger, consolidation, sale of assets, recapitalization, subdivision, combination, reclassification, exchange or substitution of shares provided for elsewhere in this Section 3), as part of such Capital Reorganization, the Company shall enter into an amendment or supplement to this Note to provide that the Note will become convertible (subject to Section 3(a)) into the number of shares or other securities or property of the Company to which a holder of the number of shares of Common Stock deliverable upon conversion immediately prior to such Capital Reorganization would have been entitled on such Capital Reorganization, subject to adjustment in respect to such shares or securities by the terms thereof. In any such case, appropriate adjustment will be made in the application of the provisions of this Section 3 with respect to the rights of the Investor after the Capital Reorganization to the end that the provisions of this Section 3 (including adjustment of the Conversion Price then in effect and the number of Conversion Shares) and the provisions of the Agreement and the Registration Rights Agreement will be

applicable after that event and be as nearly equivalent as practicable. In the event that the Company is not the surviving entity of any such Capital Reorganization, each Note shall become Notes of such surviving entity, with the same powers, rights and preferences as provided herein.

(h) **No Impairment**. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Investor against impairment to the extent required hereunder.

(i) **Certificate as to Adjustments or Distributions**. Upon the occurrence of each adjustment of the Conversion Price or distribution to holders pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or distribution in accordance with the terms hereof and furnish to the Investor a certificate setting forth the terms of such adjustment or distribution and showing in detail the facts upon which such adjustment or distribution are based and shall file a copy of such certificate with its corporate records.

(j) **Notice of Record Date**. In the event:

(i) that the Company declares a dividend (or any other distribution) on its Common Stock payable in shares of Common Stock, securities, or other assets, rights or properties`

(ii) that the Company subdivides or combines its outstanding shares of Common Stock;

(iii) of any reclassification of the shares of Common Stock (other than a subdivision or combination of the Company's outstanding shares of Common Stock or a share dividend or share distribution thereon

(iv) of any Capital Reorganization; or

(v) of the involuntary or voluntary dissolution, liquidation or winding up of the Company;

then the Company shall cause to be filed at its principal office, and shall cause to be mailed to the Investor, at least ten (10) days prior to the record date specified in (A) below or twenty (20) days prior to the date specified in (B) below, a notice stating:

(A) the record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the holders of shares of Common Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined, or

(B) the date on which such reclassification, Capital Reorganization, dissolution, liquidation or winding up is expected to become effective, and the

date as of which it is expected that holders of shares of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, Capital Reorganization, dissolution or winding up

(k) **Notice of Adjustment to Conversion Price**. The Company will provide notice to the Investor upon the occurrence of any adjustment to the Conversion Price.

(l) **Lockup Agreement**. In the event of an Investor Optional Conversion pursuant to clause (iii) of Section 3(a), the Investor shall not, without the prior written consent of the Company, Transfer any of the Conversion Shares other than as expressly permitted by, and in compliance with, the provisions of this Section 3(l):

(i) the Investor may Transfer any or all of its Conversion Shares to the Company or any of its Subsidiaries;

(ii) the Investor may Transfer all or any of its Conversion Shares in a transaction exempt from the registration requirements under the Securities Act to any of its Affiliates, so long as prior to or concurrent with any such Transfer such Affiliate agrees in writing to be bound by the terms hereunder as the "Investor" and such other terms hereunder applicable to the Investor, and agrees to transfer such Conversion Shares back to the Investor if it ceases to be an Affiliate of the Investor;

(iii) the Investor may Transfer all or any of its Conversion Shares pursuant to the terms of any tender offer, exchange offer, merger, reclassification, reorganization, recapitalization or other similar transaction in which stockholders of the Company are offered, permitted or required to participate as holders of Common Stock, provided that such tender offer, exchange offer, merger, reclassification, reorganization, recapitalization or other transaction has been approved or recommended by the Board of Directors (and which at the time of Transfer continues to be approved or recommended by the Board of Directors); or

(iv) following the date that is six (6) months after the date of such Investor Optional Conversion pursuant to clause (iii) of Section 3(a), the Investor may transfer all or any of its Conversion Shares pursuant to either an effective registration statement that is effective at the time of such transfer or pursuant to Rule 144 promulgated under the Securities Act, and any successor provision thereto.
Notwithstanding anything herein to the contrary, the restrictions set forth in this Article III shall terminate (i) upon the consummation of a Change of Control, or (ii) at such time as the Investor, together with its Affiliates, "beneficially owns" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) in the aggregate Voting Shares of the Company (measured by voting power rather than number of shares) representing less than five percent (5%) of the total voting power of all outstanding classes of voting stock of the Company.

4. Repurchase Right Upon a Change of Control.

(a) Upon the occurrence of a Change of Control, the Investor will have the right to require the Company to repurchase all or any part of its Notes pursuant to an offer as provided in this Section 4 (the "***Change of Control Offer***") at an offer price in cash equal to

101% of the Face Amount of its Notes, plus any accrued and unpaid interest as of the Change of Control Payment Date (as defined in Section 4(b)(i)) (the "***Change of Control Payment***"), in addition to the Investor's right to convert the Notes pursuant to Section 3 above.

(b) On or before the 30th day after a Change of Control, the Company shall give to the Investor notice (the "***Change of Control Notice***") of the occurrence of the Change of Control and of the Investor's right to receive the Change of Control Payment arising as a result thereof. Each notice of the Investor's right to participate in the Change of Control Offer (the "***Change of Control Repurchase Right***") shall be mailed to the Investor pursuant to Section 15 and shall state:

(i) the date on which the Notes shall be repurchased (the "***Change of Control Payment Date***"), which date shall be no earlier than 30 days and no later than 60 days from the date of the Company's delivery of the Change of Control Notice;

(ii) the date by which the Change of Control Repurchase Right must be exercised, which date shall be no earlier than the close of business on the Trading Day immediately prior to the Change of Control Payment Date;

(iii) the amount of the Change of Control Payment;

(iv) a description of the procedure which the Investor must follow to exercise the Change of Control Repurchase Right, and the place or places where the Notes are to be surrendered for payment of the Change of Control Payment; and

(v) the Conversion Price then in effect and the place where such Notes may be surrendered for conversion.

No failure by the Company to give the Change of Control Notice and no defect in any Change of Control Notice shall limit the Investor's right to exercise its Change of Control Repurchase Right or affect the validity of the proceedings for the repurchase of Notes. If any of the foregoing provisions or other provisions of this Section 4 are inconsistent with applicable law, such law shall govern.

(c) To exercise the Change of Control Repurchase Right, the Investor shall deliver to the Company, on or before the Trading Day immediately prior to the Change of Control Payment Date, (i) written notice of the Investor's exercise of such right, which notice shall set forth the name of the Investor, the Face Amount of Notes held by the Investor to be repurchased, and a statement that an election to exercise the Change of Control Repurchase Right is being made thereby, and (ii) the Notes with respect to which the Change of Control Repurchase Right is being exercised. Such written notice shall be irrevocable, except that the right of the Investor to convert the Notes shall continue until midnight (Eastern Time) on the Trading Day immediately preceding the Change of Control Repurchase Date.

(d) On the Change of Control Payment Date, the Company will (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer and (ii) deliver cash in the amount of the Change of Control Payment to the Investor in respect of

all Notes or portions thereof so tendered. All Notes repurchased by the Company shall be canceled immediately by the Company

(e) The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(f) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control.

(g) Any Note which is to be repurchased only in part shall be surrendered to the Company and the Company shall execute and make available for delivery to the Investor without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered. Any Notes surrendered to the Company pursuant to the provisions of this Section 4 shall be retired and cancelled.

(h) The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4 applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

5. Events of Default. Definitions. For purposes of this Note, the following events shall constitute an "***Event of Default***":

(i) default in payment when due (whether at the Final Maturity Date or upon an earlier repurchase) of the principal of, or premium, if any, on this Note;

(ii) default in the payment of an installment of interest on the Notes, which failure continues for thirty (30) days after the date when due;

(iii) failure by the Company for thirty (30) days after notice from the Investor to comply with the provisions of Section 4 or Section 6 of this Note;

(iv) failure by the Company for sixty (60) days after notice from the Investor to comply with any of its other agreements in this Note or the Agreement (other than Section 8.6(b) of the Agreement);

(v) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Debt for money borrowed by the Company (or the payment of which is guaranteed by the Company, whether such Debt or guarantee existed as of the Original Issue Date or is created after the Original Issue Date, which default (a) is caused by a failure to pay principal of or premium, if any, or interest on such Debt prior to the expiration of the grace period provided in such Debt on the date of such default or (b) results in the acceleration of such Debt prior to its express maturity and, in each case in clause (a) or (b), the principal amount of any such Debt, together with the principal

amount of any other such Debt that has not been paid when due, or the maturity of which has been so accelerated, aggregates $10,000,000 or more;

(vi) failure by the Company to pay final judgments aggregating in excess of $10,000,000, which judgments are not paid, discharged or stayed for a period of sixty (60) days;

(vii) the Company:

(A) commences a voluntary case under any Bankruptcy Law,

(B) consents to the entry of an order for relief against it in an involuntary case under any Bankruptcy Law,

(C) consents to the appointment of a custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors; or

(E) is unable to pay its debts as they become due; or

(viii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company;

(B) qppoints a custodian of the Company or any of its

(C) orders the liquidation of the Company and the order or decree remains unstayed and in effect for sixty (60) consecutive days; or

(ix) failure by the Company to deliver when due the consideration deliverable upon conversion of this Note, which failure shall continue for a period of five days.

(b) **Notice of Compliance**. The Company shall be required to deliver to the Investor annually a statement regarding compliance with this Note, and the Company shall be required within five (5) days of becoming aware of any Default or Event of Default (or such earlier date as any such statement is provided to the holders of the Debt incurred pursuant to the Securities Purchase Agreement dated as of February 24, 2012) to deliver to the Investor a statement specifying such Default or Event of Default.

(c) **Acceleration**. If any Event of Default occurs and is continuing, the Investor may declare all the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default described in Section 5(vii) or (viii) with respect to the Company all outstanding Notes will become due and payable without further action or notice. The Investor may rescind an acceleration and its consequences if the rescission would

not conflict with any judgment or decree. Notwithstanding the foregoing (or anything to the contrary in the Agreement), the sole remedy of the Investor for a failure by the Company to comply with Section 8.6(b) of the Agreement shall, for the first 365 days after the occurrence of such failure, be the right, by notice to the Company by the Investor, to increase in the rate of interest on this Note to 6% for the first 180 days of such failure, and to 9% thereafter (which increased interest shall constitute liquidated damages for such failure).

(d) **Waiver of Past Defaults**. The Investor may waive any existing Default or Event of Default and its consequences under this Note. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Note, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

(e) **Rights of Investor to Receive Payment**. Notwithstanding any other provision of this Note, the right of the Investor to receive payment of the principal of, and premium on, this Note, on or after the respective due dates expressed in the Note (including in connection with a redemption or an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Investor

6. Limitation on Debt and Liens. The Company will not, and will not permit its Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Debt, and the Company will not issue any Disqualified Stock and the Company will not permit its Subsidiaries to issue shares of preferred stock except for:

(a) Debt in an amount outstanding at any time not to exceed the greater of (i) $200 million in aggregate principal amount or (ii) 50% of the Company's total consolidated assets (as set forth on its most recent balance sheet prepared in accordance with GAAP and filed with the Securities and Exchange Commission after giving effect to any reductions or additions to assets in accordance with GAAP since the date of such balance sheet) (the "***Maximum Debt Amount***") (provided that that the Company and its Subsidiaries may incur (w) Debt in connection with the Notes issued by the Company under the Agreement and Debt in connection with the Class A Note, (x) Debt of Amyris Brasil Ltda. outstanding as of December 2, 2013, (y) Debt in connection with the senior convertible notes to be issued by the Company under that certain Securities Purchase Agreement, dated as of August 8, 2013, by and among the Company and the investors identified on Schedule I thereto, as amended as of October 16, 2013 and December 24, 2013, and (z) Debt in connection with the senior convertible notes issued by the Company pursuant to Rule 144A of the Exchange Act in connection with that certain Purchase Agreement between the Company and Morgan Staley & Co. LLC dated as of May 22, 2014 (such Debt described in clauses (w), (x), (y) and (z) referred to herein as the "***Existing Debt***"), and provided further that upon incurring such Existing Debt, the Company and its Subsidiaries may have incurred Debt in excess of the Maximum Debt Amount, and so long as the Debt of the Company and its Subsidiaries exceeds the Maximum Debt Amount, the Company and its Subsidiaries shall not be permitted to incur any additional Debt in reliance on this clause (a) without Total's consent) (and provided that Debt incurred pursuant to this clause (a) that is secured by a Lien on assets of the Company shall not exceed the greater of (i) $125 million in

aggregate principal amount or (ii) 30% of the Company's total consolidated assets (as set forth on its most recent balance sheet prepared in accordance with GAAP) (the "***Maximum Secured Debt Amount***") (it being understood and agreed that the Notes issued by the Company under the Agreement shall reduce the available Maximum Secured Debt Amount)); provided that neither the Company nor any of its Subsidiaries shall incur any Debt pursuant to this clause 6(a) if the issuance of such Debt would prohibit the Company from issuing the maximum amount of Notes to be issued by the Company under the Agreement;

(b) Debt in existence on February 27, 2012;

(c) the incurrence by the Company or any of its Subsidiaries of Debt represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any of its Subsidiaries.

(d) Debt of the Company that is (i) contractually subordinated in right of payment to the Notes, (ii) matures 91 days after the Notes and (iii) is less than $50 million in aggregate principal amount at any one time outstanding;

(e) Debt of the Company (A) in respect of performance, surety or appeal bonds or letters of credit in the ordinary course of business, or (B) under interest rate, currency, commodity or similar hedges, swaps and other derivatives entered into with one or more financial institutions that is designed to protect such the Company against fluctuations in interest rates or currency exchange rates, commodity prices or other market fluctuations and is not entered into for speculative purposes; and (f) Debt which is exchanged for or the proceeds of which are used to refinance or refund, or any extension or renewal of (each a "refinancing"), (1) the Notes or (2) debt in existence on the Original Issue Date, and (3) Debt incurred pursuant to clause (c) of this paragraph, in each case in an aggregate principal amount not to exceed the principal amount of the Debt so refinanced (together with any accrued interest and any premium and other payment required to be made with respect to the Debt being refinanced or refunded, and any fees, costs, expenses, underwriting discounts or commissions and other payments paid or payable with respect to the Debt incurred pursuant to this clause (f)); provided, however, that (A) Debt, the proceeds of which are used to refinance the Notes, or Debt which is pari passu with the Notes (including Debt incurred pursuant to the Securities Purchase Agreement, dated as of February 24, 2012, among the Company and the purchasers named therein) or subordinate in right of payment to the Notes, shall only be permitted if (x) in the case of any refinancing of the Notes or Debt which is pari passu to the Notes (including Debt incurred pursuant to the Securities Purchase Agreement, dated as of February 24, 2012, among the Company and the purchasers named therein), the refinancing Debt is Incurred by the Company and made pari passu to the Notes or subordinated to the Notes, and (y) in the case of any refinancing of Debt which is subordinated to the Notes, the refinancing Debt is incurred by the Company and is subordinated to the Notes in a manner that is at least as favorable to the Investor as that of the Debt refinanced; (B) refinancing Debt with respect to Debt incurred pursuant to clause (c) of this paragraph shall not be secured by a Lien on any assets other than the assets securing the Debt so refinanced, and

any improvements or additions thereto, and (C) the refinancing Debt by its terms, or by the terms of any agreement or instrument pursuant to which such Debt is issued, does not have a final maturity prior to the final maturity of the Debt being refinanced.

For purposes of determining compliance with this Section 6, in the event that an item of Debt meets the criteria of more than one of the types of Debt described in the above clauses the Company, in its sole discretion, shall classify, and from time to time may reclassify, such item of Debt.

(g) The Company will not create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, except for (a) the Liens described in Section 6(a) and 6(c) (including the refinancing of Liens described in Section 6(c) pursuant to Section 6(f)), (b) Permitted Liens, and (c) any Liens in existence on the Original Issue Date (including the refinancing thereof pursuant to Section 6(f)) (excluding any Liens previously waived by the Investor prior to the Issue Date). Notwithstanding the foregoing, without the prior written consent of the Investor, which consent shall not be unreasonably withheld, the Company will not create, incur, assume or suffer to exist any Lien of any kind on any of its Intellectual Property that is subject to or within the scope of the Amyris License Agreement, unless the secured party acknowledges in writing that its Lien shall not restrict the Company from granting and performing its obligations under any license agreement entered into in accordance with the Amyris License Agreement, and that the rights of the secured party under its Lien shall be subordinate and subject to the rights of the licensees under any such licenses, and (ii) there shall be no restriction on the ability of the Company to create, incur, assume or suffer to exist any Lien of any kind on any of its Intellectual Property that is not subject to or within the scope of the Amyris License Agreement.

As used herein, "***Permitted Liens***" means the following: (a) Liens for taxes, assessments and governmental charges or levies that are not overdue for a period of more than thirty (30) days or which are being contested in good faith; (b) Liens imposed by law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens securing obligations that are not overdue for a period of more than thirty (30) days or that are being contested in good faith; (c) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations; (d) easements, rights of way and other encumbrances on title to real property that do not render title to the property encumbered thereby unmarketable or materially adversely affect the use of such property for its present purposes; (e) Liens to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature; (f) landlords' Liens under leases; (g) Liens consisting of leases, subleases, licenses or sublicenses granted to others and not interfering in any material respect with the business of the Company and its Subsidiaries, taken as a whole, and any interest or title of a lessor or licensor under any lease or license, as applicable; (h) Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; and (i) Liens securing judgments for the payment of money not constituting an Event of Default under Section 5(a)(vi) or securing appeal or other surety bonds related to such judgments.

7. Successors.

(a) **Merger, Consolidation or Sale of Assets** . The Company shall not consolidate or merge with or into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another corporation, Person or entity unless:

(i) the entity or Person formed by or surviving any such consolidation or merger (if other than the Company), or the parent company thereof, or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Notes and the Agreement; and

(ii) immediately after such transaction no Default or Event of Default exists.

(b) **Successor Corporation Substituted**. Upon any consolidation or merger or any transfer of all or substantially all of the assets of the Company in accordance with Section 7(a) hereof, the successor Person formed by such consolidation or into which the Company is merged, or the parent company thereof, or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for (so that from and after the date of such consolidation, merger or transfer, the provisions of this Note, the Agreement and the Registration Rights Agreement referring to the "Company" shall refer instead to the successor Person and not to the Company), and may exercise every right and power of, the Company under this Note and the Agreement with the same effect as if such successor Person had been named herein as the Company, and (except in the case of a lease) the Company shall be released from the obligations under the Notes and the Agreement except with respect to any obligations that arise from, or are related to, such transaction.

8. Amendment and Waiver. Except as otherwise expressly provided herein, the provisions of this Note may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Investor.

9. Place of Payment. Payments of principal, interest, and premium, if any, consideration deliverable upon conversion of this Note (unless otherwise specified in the conversion notice) and all notices and other communications to the Investor hereunder or with respect hereto are to be delivered to the Investor at the address identified in the Agreement or to such other address or to the attention of such other person as specified by prior written notice to the Company, including any Permitted Transferee of this Note in accordance with Section 3 of this Note.

10. Costs of Collection. In the event that the Company fails to (a) pay when due (including, without limitation upon acceleration in connection with an Event of Default) the full amount of principal, interest and/or premium hereunder or (b) deliver when due the consideration deliverable upon conversion of this Note, the Company shall indemnify and hold harmless the Investor of any portion of this Note from and against all reasonable costs and expenses incurred in connection with the enforcement of this provision or collection of such principal, interest,

premium and/or consideration, including, without limitation, reasonable attorneys' fees and expenses.

11. Waivers. The Company hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

12. Benefits of the Agreement. The Investor and all transferees of this Note (to the extent such transfer is permitted by the Agreement) shall be entitled to the rights and benefits granted to them in the Agreement.

13. Registration of Transfer and Exchange Generally.

(a) **Registration, Registration of Transfer and Exchange Generally**. The Company shall keep at its principal executive offices a register (the register maintained in such being herein sometimes collectively referred to as the "***Note Register***") in which the Company shall provide for the registration of Notes and of transfers and exchanges of Notes.

Subject to the provisions of the Agreement regarding restrictions on transfer and provided the Permitted Transferee agrees to be bound by the terms of this Note and the Agreement, upon surrender for registration of transfer of any Note at its principal executive office, the Company shall execute and deliver, in the name of the designated transferee or transferees, one or more new Notes in denominations requested by the transferee (which denominations shall not be less than $1,000,000 per Note (unless the transferor holds a lesser denomination, in which case no such restriction shall apply)), of a like aggregate principal amount and bearing such restrictive legends as may be required by law.

At the option of the Investor, Notes may be exchanged for other Notes of any authorized denominations, of a like aggregate principal amount and bearing such restrictive legends as may be required by law upon surrender of the Notes to be exchanged at the Company's principal executive offices. Whenever any Notes are so surrendered for exchange, the Company shall execute and make available for delivery the Notes that the Investor making the exchange is entitled to receive.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Company) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company, duly executed by the Investor.

No service charge shall be made for any registration of transfer or exchange of Notes.

(b) **Mutilated, Destroyed, Lost and Stolen Notes**. If any mutilated Note is surrendered to the Company, the Company shall execute and make available for delivery in exchange therefor a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company (i) evidence to its reasonable satisfaction of the destruction, loss or theft of any Note and (ii) such indemnity as may be reasonably requested by the Company to save itself harmless, then, in the absence of notice to the Company that such Note has been acquired by a protected purchaser, the Company shall execute and make available for delivery, in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

Every new Note issued pursuant to this Section 13 in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone.

The provisions of this Section 13 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

14. Governing Law.

(a) THIS NOTE, AND THE PROVISIONS, RIGHTS, OBLIGATIONS, AND CONDITIONS SET FORTH HEREIN, AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO, INCLUDING ALL DISPUTES AND CLAIMS, WHETHER ARISING IN CONTRACT, TORT, OR UNDER STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAW PROVISIONS.

(b) Any and all disputes arising out of, or in connection with, the interpretation, performance, or nonperformance of this Note or any and all disputes arising out of, or in connection with, transactions in any way related to this Note and/or the relationship between the parties shall be litigated solely and exclusively before the United States District Court for the Southern District of New York. The parties consent to the in personam jurisdiction of said court for the purposes of any such litigation, and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. § 1404 or 1406 (or any successor statute). In the event the United States District Court for the Southern District of New York does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the state of New York.

15. Notices. All notices, requests, and other communications hereunder shall be in writing and will be deemed to have been duly given and received (a) when personally delivered, (b) when sent by facsimile upon confirmation of receipt, (c) one business day after the day on which the same has been delivered prepaid to a nationally recognized courier service, or (d) five business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case to the applicable address set forth below:

(i) if to the Company, to:

Amyris, Inc.
5885 Hollis Street, Suite 100
Emeryville, CA 94608
United States of America
Attn: General Counsel
Fax. No.:

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

Shearman & Sterling LLP
Four Embarcadero Center, Suite 3800
San Francisco, CA 94111-5994
United States of America
Attn:
Fax. No.:

(ii) if to the Investor, to:

Total Energies Nouvelles Activités USA
24 Cours Michelet 92800
Puteaux France
Attn:
Fax. No.:

with copies (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
United States of America
Attn:

Fax No.:

and

Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104-1500
United States of America
Attn:
Fax No.:

Any party hereto from time to time may change its address, facsimile number, or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto. The Investor and the Company may each agree in writing to accept notices and other communications to it hereunder by electronic communications pursuant to procedures reasonably approved by it; provided that approval of such procedures may be limited to particular notices or communications.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has executed and delivered this Note on July 29, 2015.

AMYRIS, INC.

By: /s/ Raffi Asadorian
Name: Raffi Asadorian
Title: Chief Financial Officer

[Signature Page to Note RS-9]

EXHIBIT 1

(To be Executed by Investor in order to Convert Note)

CONVERSION NOTICE
FOR
1.5% SENIOR SECURED CONVERTIBLE NOTE DUE 2017

The undersigned, as holder of the 1.5% Senior Secured Convertible Note due 2017 of **AMYRIS, INC**., (the "***Company***"), in the outstanding principal amount of U.S. $10,850,000.00 (the "***Note***"), hereby elects to convert that portion of the outstanding principal amount of the Note shown on the next page into shares of the Company's common stock, $0.0001 par value per share (the "***Common Stock***"), of the Company, accrued and unpaid interest and Make-Whole Interest, if any, in accordance with and in compliance with the conditions of the Note, as of the date written below. The undersigned hereby requests that share certificates for the shares of Common Stock to be issued to the undersigned pursuant to this Conversion Notice be issued in the name of, and delivered to, the undersigned or its designee as indicated below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. No fee will be charged to the Investor for any conversion, except for transfer taxes, if any.

Conversion Information

TOTAL ENERGIES NOUVELLES ACTIVITIES USA:

By: _____
Print Name:
Print Title:

Address:

Attn:
Fax No.:

_____

Issue Common Stock: _____

at: _____

Date of Conversion

_____

Applicable Conversion Price

_____

THE COMPUTATION OF THE NUMBER OF SHARES OF COMMON STOCK TO
BE RECEIVED IS SET FORTH ON THE ATTACHED PAGE

Page 2 to Conversion Notice for: Total Energies Nouvelles Activités USA

COMPUTATION OF NUMBER OF COMMON SHARES TO BE RECEIVED

Face Amount converted: $ _____

Conversion Price $ _____

Number of shares of Common Stock = Total dollar amount converted / Conversion Price = $ _____

Number of shares of Common Stock = _____

Please issue and deliver ___ certificate(s) for shares of Common Stock in the following amount(s):

_____

_____

_____

Please issue and deliver _____ new Note(s) in the following amounts:

_____

_____

_____

VOTING AGREEMENT

This **VOTING AGREEMENT** (this "***Agreement***") is entered into as of July 29, 2015, by and between the stockholder listed on the signature page hereto (the "***Stockholder***"), and Amyris, Inc., a Delaware corporation (the "***Company***"). Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the execution and delivery of this Agreement by the Stockholder is a material inducement to the willingness (i) of certain investors (the "***Cash Investors***") to enter into that certain Securities Purchase Agreement, dated as of July 24, 2015 (the "***Purchase Agreement***"), by and among the Company and the Investors, pursuant to which, subject to the terms and conditions set forth in the Purchase Agreement, the Investors will purchase Shares and Warrants, and (ii) of certain other investors (the "***Exchange Investors***" and together with the Cash Investors, the "***Investors***") to enter into that certain Exchange Agreement, dated as of July 26, 2015 (the "***Exchange Agreement***"), by and among the Company and the Investors, pursuant to which, subject to the terms and conditions set forth in the Exchange Agreement, the Exchange Investors will purchase Shares (as defined in the Exchange Agreement) (the "***Exchange Shares***") and Warrants (as defined in the Exchange Agreement) (the "***Exchange Warrants***").

WHEREAS, the Stockholder understands and acknowledges that the Company and Investors are entitled to rely on (i) the truth and accuracy of Stockholder's representations contained herein and (ii) Stockholder's performance of the obligations set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements set forth in the Purchase Agreement, the Exchange Agreement and in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Shares Subject to this Agreement. Except as otherwise stated herein and until such time as this Agreement shall terminate in conformity with Section 6(m) hereunder, the Stockholder agrees to hold all shares of voting capital stock of the Company registered in its name or beneficially owned by it and/or over which it exercises voting control as of the date of this Agreement and any other shares of voting capital stock of the Company legally or beneficially held or acquired by it after the date hereof or over which it exercises voting control (the "***Voting Shares***") subject to, and to vote the Voting Shares in accordance with, the provisions of this Agreement.

2. Agreement to Vote Shares.

(a) In any annual, special or adjourned meeting of the stockholders of the Company, and in every written consent in lieu of any such meeting, at which the transactions contemplated by the Purchase Agreement and the Exchange Agreement are presented to the Company's stockholders for approval, the Stockholder agrees that it will vote, by proxy or otherwise, its Voting Shares (i) in favor of the issuance and exercisability of the Warrants and the Exchange Warrants and any matter that would reasonably be expected to facilitate the issuance and exercise of such Warrants and Exchange Warrants, and (ii) against approval of any proposal made in opposition to the issuance and exercise of the Warrants or the Exchange Warrants (the votes contemplated by clauses (i) and (ii) being referred to herein as the "***Vote***"). Notwithstanding the above, each Stockholder shall retain at all times the right to vote any Voting Shares in its sole discretion and without any other limitation on those matters other than those set

forth in clauses (i) and (ii) of this Section 2(a) that are at any time or from time to time presented for consideration to the Company's stockholders generally.

(b) Notwithstanding the foregoing, nothing in this Agreement shall limit or restrict a Stockholder from acting in such Stockholder's capacity as a director or officer of the Company, to the extent applicable, it being understood that this Agreement shall apply to a Stockholder solely in such Stockholder's capacity as a stockholder of the Company.

(c) In the event that a meeting of the stockholders of the Company is held, each Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause such Stockholder's Voting Shares to be counted as present thereat for purposes of establishing a quorum.

3. Representations, Warranties and Other Covenants of Stockholder. The Stockholder hereby represents, warrants and covenants to the Company as follows:

(a) As of the date of this Agreement, such Stockholder is the legal or beneficial owner of, and has the power to vote, that number of issued and outstanding shares of the Company's Common Stock set forth on the signature page hereto. The Voting Shares set forth next to such Stockholder's name on the signature page hereof are owned free of any encumbrance that would preclude such Stockholder from exercising his, her or its voting power as provided in Section 2 or otherwise complying with the terms hereof.

(b) Such Stockholder has all requisite power, legal capacity and authority to enter into this Agreement. This Agreement has been duly executed and delivered by such Stockholder and, assuming the due authorization, execution and delivery of this Agreement by the Company, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The execution, delivery and performance by such Stockholder of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any agreement to which such Stockholder is a party or by which any of such Stockholder's assets are bound or (ii) violate any order, writ, injunction, decree, judgment or any applicable law applicable to such Stockholder or any of such Stockholder's assets, except for any such conflict, violation or any failure to obtain such consent, waiver or approval that would not result in such Stockholder being able to perform its obligations under this Agreement.

(d) Such Stockholder agrees that such Stockholder will not, in Stockholder's capacity as a Stockholder of the Company, bring, commence, institute, maintain, prosecute or voluntarily aid any action, claim, suit or cause of action, in law or in equity, in any court or before any governmental entity, which (i) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement or (ii) alleges that the execution and delivery of this Agreement by such Stockholder, or the approval of the issuance and exercise of the Warrants by the Company's Board of Directors, breaches any fiduciary duty of the Board of Directors or any member thereof.

(e) Such Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty contained herein untrue or incorrect in any material respect or in any way have the effect of restricting, limiting, interfering with, preventing or disabling such Stockholder from performing his, her or its obligations in any material respect under this Agreement.

(f) The Stockholder agrees that, from the date hereof until the earlier of (i) January __, 2016 and (ii) the Termination Date (as defined in Section 6(m)), without the Company's express written consent, the Stockholder shall not, directly or indirectly, (a) sell, transfer, assign, tender in any tender or exchange offer, pledge, encumber, hypothecate or similarly dispose of (by merger, by testamentary disposition, by operation of law or otherwise) or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, lien, hypothecation or other disposition of (by merger, testamentary disposition, operation of law or otherwise), any Voting Shares, (b) deposit any Voting Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, or (c) agree (whether or not in writing) to take any of the actions referred to in the foregoing clause (a) or (b).

(g) From and after the date hereof until the Termination Date, the Stockholder hereby irrevocably appoints the Company, and any designee named by the Company, as its proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the Voting Shares in accordance with the Vote. The Stockholder hereby revokes any proxies heretofore given in respect of the Voting Shares. The Stockholder affirms that the irrevocable proxy set forth in this Section 3(g) is given to secure the performance of the Stockholder's duties under this Agreement. The Stockholder furthers affirm that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 6(m), is intended to be irrevocable. If for any reason the proxy granted herein is not irrevocable, then the Stockholder agrees, until the Termination Date, to vote the Voting Shares in accordance with Section 2 above as instructed by the Company in writing. The parties agree that the foregoing is a voting agreement.

4. Confidentiality. Except as required by applicable law, the Stockholder, until such time as the issuance and exercise of the Warrants and the Exchange Warrants are required to be publicly disclosed by the Company, will maintain the confidentiality of any information regarding this Agreement, the Exchange Agreement and the transactions contemplated thereby. Neither the Stockholder, nor any of his, her or its respective Affiliates, shall issue or cause the publication of any press release or other public announcement with respect to this Agreement, the Exchange Agreement or the transactions contemplated thereby without the prior written consent of the Company, except as may be required by law or by any listing agreement with, or the policies of, The NASDAQ Stock Market, in which circumstance such announcing party shall make all reasonable efforts to consult with the Company in advance of such publication to the extent practicable.

5. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to any Voting Shares.

6. Miscellaneous.

(a) Notices. All notices, requests, and other communications hereunder shall be in writing and will be deemed to have been duly given and received (a) when personally delivered, (b) when sent by facsimile upon confirmation of receipt, (c) one business day after the day on which the same has been delivered prepaid to a nationally recognized courier service, or (d) five business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed, as to the Company, to Amyris, Inc., 5885 Hollis Street, Suite 100, Emeryville, CA 94608, Attn: General Counsel, facsimile number: (510) 740-7416, with a copy to Fenwick & West LLP, 801 California Street, Mountain View, CA 94041, Attn: , Esq., facsimile number: (650) 9385200, and as to any Stockholder at the address and facsimile number set forth below such Stockholder's signature on the signature pages of this Agreement. Any party hereto from time to time may change its

address, facsimile number, or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto. The Stockholder and the Company may each agree in writing to accept notices and other communications to it hereunder by electronic communications pursuant to procedures reasonably approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(b) Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first above written. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement.

(c) Amendments; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with its obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(d) Rules of Construction. The parties hereto hereby waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(e) Specific Performance; Injunctive Relief. The parties hereto agree that the Company will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of the Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to the Company upon any such violation of this Agreement, the Company and the Investors shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to the Company or the Investors at law or in equity and the Stockholder hereby waives any and all defenses which could exist in its favor in connection with such enforcement and waives any requirement for the security or posting of any bond in connection with such enforcement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto; it being understood that all parties need not sign the same counterpart.

(g) Entire Agreement; Nonassignability; Parties in Interest; Death or Incapacity. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto (i) constitute an inducement and condition to the Investors entering into the Exchange Agreement, (ii) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (iii) are not intended to confer, and shall not be

construed as conferring, upon any person other than the parties hereto any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by the Stockholder without the prior written consent of the Company, and any such assignment or delegation that is not consented to shall be null and void. This Agreement, together with any rights, interests or obligations of the Company hereunder, may be assigned or delegated in whole or in part by the Company to any affiliate of the Company without the consent of or any action by Stockholder upon notice by the Company to Stockholder as herein provided. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. All authority conferred herein shall survive the death or incapacity of the Stockholder and in the event of Stockholder's death or incapacity, any obligation of the Stockholder hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the Stockholder.

(h) Additional Documents. Stockholder shall execute and deliver any additional documents necessary or desirable in the reasonable opinion of the Company to carry out the purpose and intent of this Agreement.

(i) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(j) Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy.

(k) Governing Law; Consent to Jurisdiction. This Agreement, and the provisions, rights, obligations, and conditions set forth herein, and the legal relations between the parties hereto, including all disputes and claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

(l) Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses.

(m) Termination. This Agreement shall terminate and shall have no further force or effect from and after the earlier to occur of (i) date upon which the stockholders of the Company, in any annual, special or adjourned meeting of the stockholders of the Company, or by written consent in lieu of any such meeting, approve the issuance and exercise of the Warrants and the Exchange Warrants, (ii) the termination of the Purchase Agreement and the Exchange Agreement in accordance with their respective terms and (iii) July 24, 2016 (such earlier date, the "***Termination Date***"), and thereafter there shall be no liability or obligation on the part of the Stockholders, provided, that no such termination shall relieve any party from liability for any willful or intentional breach of this Agreement prior to such termination.

(n) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR

COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this **VOTING AGREEMENT** to be executed as of the date first written above.

COMPANY:

AMYRIS, INC.

By: /s/ John Melo
Name: John Melo
Title: President & CEO

[SIGNATURE PAGE TO VOTING AGREEMENT]

IN WITNESS WHEREOF the parties hereto have caused this **VOTING AGREEMENT** to be executed as of the date first written above.

STOCKHOLDER
FORIS VENTURES, LLC

By: /s/ B Hager
Name: Barbara Hager
Title: Manager

Voting Shares owned beneficially or of record by the Stockholder, or over which the Stockholder exercises voting power on the date hereof:

_____ shares of issued and outstanding Common Stock

[SIGNATURE PAGE TO VOTING AGREEMENT]

SCHEDULE A

LIST OF INVESTORS WITH WHOM COMPANY HAS ENTERED INTO THE VOTING AGREEMENT

FORIS VENTURES, LLC

KPCB HOLDINGS, INC., AS NOMINEE

BIOLDING INVESTMENT SA

NAXYRIS S.A.

MAXWELL (MAURITIUS) PTE LTD

TOTAL ENERGIES NOUVELLES ACTIVITES USA
(F.K.A. TOTAL GAS & POWER USA, SAS)

Exhibit 4.44

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into as of July 24, 2015, by and between Amyris, Inc., a Delaware corporation (the "Company"), and the individuals or entities listed on Schedule I hereto (each, a "Purchaser," and collectively, the "Purchasers").

Preliminary Statement

A. The Company and each Purchaser are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D ("Regulation D") as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act.

B. Each Purchaser, severally and not jointly, wishes to purchase, and the Company wishes to issue and sell, upon the terms and conditions stated in this Agreement, (i) that aggregate number of shares of the Common Stock set forth opposite such Purchaser's name on the Schedule of Purchasers on Schedule I (which aggregate amount for all Purchasers together as of the Closing (as defined below) shall be 16,025,642 shares of Common Stock and shall collectively be referred to herein as the "Shares") and (ii) warrants, in substantially the form attached hereto as Exhibit C (collectively, the "Warrants"), to acquire up to that number of additional shares of Common Stock as determined pursuant to Article 6 of this Agreement and set forth on the Schedule of Purchasers on Schedule I (with the shares of any Common Stock issuable upon exercise of or otherwise pursuant to the Warrants, collectively, the "Warrant Shares").

C. The Shares, the Warrants and the Warrant Shares issued pursuant to this Agreement are collectively referred to herein as the "Securities."

Agreement

The parties, intending to be legally bound, agree as follows:

ARTICLE 1
SALE OF SHARES

Each Purchaser will purchase from the Company the number of Shares set forth next to such Purchaser's name on Schedule I hereto at a price of U.S. $1.56 per Share in cash. The total purchase price payable by each Purchaser for the Shares that such Purchaser is hereby agreeing to purchase is set forth next to such Purchaser's name on Schedule I hereto (the "Total Purchase Price"). The sale and purchase of the Shares to each Purchaser shall constitute a separate sale and purchase hereunder.

ARTICLE 2
CLOSING; DELIVERY

2.1. Closing. The closing ("Closing") of the transactions contemplated hereby shall be held at the offices of Fenwick & West LLP, 801 California Street, Mountain View, California 94041 within one business day following the date on which the last of the conditions set forth in Articles 6 and 7 have been satisfied or waived in accordance with this Agreement but in no event later than July 24, 2015 (such date, the "Closing Date"), or at such other time and place as the Company and the Purchasers mutually agree upon.

2.2. Delivery. At the Closing, the Company shall execute and deliver to the Purchasers this Agreement, the Amendment No. 6 to Amended and Restated Investors' Rights Agreement in the form attached hereto as Exhibit A (the "Rights Agreement Amendment"), a Warrant to acquire up to that number of additional shares of Common Stock as determined pursuant to Article 6 of this Agreement and set forth next to such Purchaser's name on Schedule I hereto and the other documents referenced in Article 6. At the Closing, each Purchaser shall pay the Company the applicable Total Purchase Price in immediately available funds. Promptly following the Closing, the Company shall deliver to each Purchaser a single stock certificate representing the number of Shares purchased by such Purchaser, as set forth next to such Purchaser's name on Schedule I hereto, such stock certificate to be registered in the name of such Purchaser, or in such nominee's or nominees' name(s) as designated by such Purchaser in writing in the form of the Purchaser Suitability Questionnaire of the Purchaser attached hereto as Exhibit B (the "Purchaser Suitability Questionnaire"), against payment of the purchase price therefor by wire transfer of immediately available funds to such account or accounts as the Company shall designate in writing to Purchaser at least two days prior to the Closing Date.

2.3. Sale of Additional Shares. At any time and from time to time after the Closing Date, the Company may sell, on the same terms and conditions as those contained in this Agreement, without obtaining the signature, consent or permission of any of the Purchasers, up to $35,000,000 worth of additional shares of the Company's Common Stock (the "Additional Shares"), to one or more purchasers (the "Additional Purchasers") in additional closings (each, an "Additional Closing") at a price per share equal to the greater of (a) the last occurring consolidated closing bid price per share on The NASDAQ Stock Market ("The NASDAQ Stock Market") prior to such Additional Purchaser's entry into this Agreement and (b) book value per share (as defined under The NASDAQ Stock Market rules), plus $0.01, provided that (i) each such subsequent sale is consummated prior to 90 days after the Closing Date, and (ii) each Additional Purchaser shall become a party to the Transaction Agreements (as defined below), by executing and delivering a counterpart signature page to each of the Transaction Agreements. In connection with the purchase of Additional Shares by an Additional Purchaser pursuant to this Section 2.3, such Additional Purchaser shall additionally receive at the applicable Additional Closing a Warrant to acquire up to that number of additional shares of Common Stock as determined pursuant to Article 6 of this Agreement. Schedule I hereto shall be updated to reflect the number of Additional Shares and Warrants purchased at each such Additional Closing and the parties purchasing such Additional Shares and Warrants.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents, warrants and covenants to each Purchaser, except as set forth in the disclosure letter supplied by the Company to the Purchasers dated as of the date hereof (the

"Disclosure Letter"), which exceptions shall be deemed to be part of the representations and warranties made hereunder as provided therein, as follows:

3.1. Organization and Standing. The Company and each of its subsidiaries is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its organization. Each of the Company and its subsidiaries has all requisite power and authority to own and operate its respective properties and assets and to carry on its respective business as presently conducted and as proposed to be conducted. The Company and each of its subsidiaries is qualified to do business as a foreign entity in every jurisdiction in which the failure to be so qualified would have, or would reasonably be expected to have, a material adverse effect, individually or in the aggregate, upon the business, properties, tangible and intangible assets, liabilities, operations, prospects, financial condition or results of operation of the Company and its subsidiaries or the ability of the Company or any of its subsidiaries to perform their respective obligations under the Transaction Agreements (as defined below) (a "Material Adverse Effect").

3.2. Subsidiaries. As used in this Agreement, references to any "subsidiary" of a specified Person shall refer to an Affiliate controlled by such Person directly, or indirectly through one or more intermediaries, as such terms are used in and construed under Rule 405 under the Securities Act (which, for the avoidance of doubt, shall include the Company's controlled joint ventures, including shared-controlled joint ventures). The Company's subsidiaries, as of the date hereof, are listed on Exhibit 21.01 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and, except as Previously Disclosed (as defined in Section 3.11) are the only subsidiaries, direct or indirect, of the Company as of the date hereof. All the issued and outstanding shares of each subsidiary's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities, and, except as Previously Disclosed, are owned by the Company or a Company subsidiary free and clear of all liens, encumbrances and equities and claims. As used herein, "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and an "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person.

3.3. Power. The Company has all requisite power to execute and deliver this Agreement, to sell and issue the Securities hereunder, and to carry out and perform its obligations under the terms of this Agreement, the Warrants, the Voting Agreements (as defined herein), the Rights Agreement Amendment and any ancillary agreements and instruments to be entered into by the Company hereunder (together, the "Transaction Agreements").

3.4. Authorization. The execution, delivery, and performance of the Transaction Agreements by the Company has been duly authorized by all requisite action on the part of the Company and its officers, directors and stockholders, and this Agreement constitutes, and the other Transaction Agreements will constitute, legal, valid, and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the

availability of specific performance, injunctive relief or other equitable remedies (together, the "Enforceability Exceptions").

3.5. Consents and Approvals. Except for any Current Report on Form 8-K or Notice of Exempt Offering of Securities on Form D to be filed by the Company in connection with the transactions contemplated hereby, the Company is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by the Transaction Agreements. Assuming the accuracy of the representations of each Purchaser in the Investor Suitability Questionnaire of such Purchaser, as applicable, no consent, approval, authorization or other order of, or registration, qualification or filing with, any court, regulatory body, administrative agency, self-regulatory organization, stock exchange or market (including The NASDAQ Stock Market), or other governmental body is required for the execution and delivery of these Transaction Agreements, the valid issuance, sale and delivery of the Securities to be sold pursuant to this Agreement other than such as have been made or obtained, or for any securities filings required to be made under federal or state securities laws applicable to the offering of the Securities.

3.6. Non-Contravention. The execution and delivery of the Transaction Agreements, the issuance, sale and delivery of the Securities to be sold by the Company under this Agreement, the performance by the Company of its obligations under the Transaction Agreements and/or the consummation of the transactions contemplated thereby will not (a) conflict with, result in the breach or violation of, or constitute (with or without the giving of notice or the passage of time or both) a violation of, or default under, (i) any bond, debenture, note or other evidence of indebtedness, or under any lease, license, franchise, permit, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which the Company or any subsidiary is a party or by which it or its properties may be bound or affected, (ii) the Company's Restated Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of Incorporation"), the Company's Bylaws, as amended and as in effect on the date hereof (the "Bylaws"), or the equivalent document with respect to any subsidiary, as amended and as in effect on the date hereof, or (iii) any statute or law, judgment, decree, rule, regulation, ordinance or order of any court or governmental or regulatory body (including The NASDAQ Stock Market), governmental agency, arbitration panel or authority applicable to the Company, any of its subsidiaries or their respective properties, except in the case of clauses (i) and (iii) for such conflicts, breaches, violations or defaults that would not be likely to have, individually or in the aggregate, a Material Adverse Effect, or (b) result in the creation or imposition of any lien, encumbrance, claim, security interest or restriction whatsoever upon any of the material properties or assets of the Company or any of its subsidiaries or an acceleration of indebtedness pursuant to any obligation, agreement or condition contained in any material bond, debenture, note or any other evidence of indebtedness or any material indenture, mortgage, deed of trust or any other agreement or instrument to which the Company or any if its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company is subject. For purposes of this Section 3.6, the term "material" shall apply to agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound involving obligations (contingent or otherwise) of, or payments to, the Company in excess of $100,000 in a consecutive 12-month period.

3.7. Shares. The Shares are duly authorized and when issued pursuant to the terms of this Agreement will be validly issued, fully paid, and nonassessable, and will be free of any liens or encumbrances with respect to the issuance thereof; provided, however, that the Shares shall be subject to restrictions on transfer under state or federal securities laws as set forth in this Agreement, or as otherwise may be required under state or federal securities laws as set forth in this Agreement at the time a transfer is proposed. Except as set forth on Section 3.7 of the Disclosure Letter, the issuance and delivery of the Shares is not subject to preemptive, co-sale, right of first refusal or any other similar rights of the stockholders of the Company or any other Person, or any liens or encumbrances or result in the triggering of any anti-dilution or other similar rights under any outstanding securities of the Company.

3.8. Authorization of the Warrants. The Warrants have been duly authorized by the Company and, when duly executed and delivered by the Company, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

3.9. Authorization of the Warrant Shares. The Warrant Shares issuable upon exercise of the Warrants have been duly authorized and reserved for issuance upon exercise by all necessary corporate action and such shares, when issued upon such exercise in accordance of the terms of the Warrants, will be validly issued and will be fully paid and non-assessable, and will be free of any liens or encumbrances with respect to the issuance thereof; provided, however, that the Warrant Shares shall be subject to restrictions on transfer under state or federal securities laws as set forth in this Agreement, or as otherwise may be required under state or federal securities laws as set forth in this Agreement at the time a transfer is proposed. Except as set forth on Section 3.7 of the Disclosure Letter, the issuance and delivery of the Warrant Shares is not subject to preemptive, co-sale, right of first refusal or any other similar rights of the stockholders of the Company or any other Person, or any liens or encumbrances or result in the triggering of any anti-dilution or other similar rights under any outstanding securities of the Company.

3.10. No Registration. Assuming the accuracy of each of the representations and warranties of each Purchaser herein and in the Investor Suitability Questionnaire, the issuance by the Company of the Securities is exempt from registration under the Securities Act.

3.11. Reporting Status. The Company is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, except as set forth in Section 3.11 of the Disclosure Letter, has, in a timely manner, filed all documents and reports that the Company was required to file pursuant to Section I.A.3.b of the General Instructions to Form S-3 promulgated under the Securities Act in order for the Company to be eligible to use Form S-3 for the two years preceding the Closing Date or such shorter time period as the Company has been subject to such reporting requirements (the foregoing materials, together with any materials filed by the Company under the Exchange Act, whether or not required, collectively, the "SEC Documents"). The SEC Documents complied as to form in all material respects with requirements of the Securities Act and Exchange Act and the rules and regulations of the SEC promulgated thereunder (collectively, the "SEC Rules"), and none of the SEC Documents and the information contained therein, as of their respective filing dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made,

not misleading. As used in this Agreement, "Previously Disclosed" means information set forth in or incorporated by reference into the SEC Documents filed with the SEC on or after March 31, 2015 but prior to the date hereof (except for risks and forward-looking information set forth in the "Risk Factors" section of the applicable SEC Documents or in any forward-looking statement disclaimers or similar statements that are similarly non-specific and are predictive or forward-looking in nature).

3.12. Contracts. Each indenture, contract, lease, mortgage, deed of trust, note agreement, loan or other agreement or instrument of a character that is required to be described or summarized in the SEC Documents or to be filed as an exhibit to the SEC Documents under the SEC Rules (collectively, the "Material Contracts") is so described, summarized or filed. The Material Contracts to which the Company or its subsidiaries are a party have been duly and validly authorized, executed and delivered by the Company and constitute the legal, valid and binding agreements of the Company or its subsidiaries, as applicable, enforceable by and against the Company or its subsidiaries, as applicable, in accordance with their respective terms, subject to the Enforceability Exceptions.

3.13. Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (a) 300,000,000 shares of Common Stock, $0.0001 par value per share, 79,222,633 shares of which are issued and outstanding as of the date hereof, and (b) 5,000,000 shares of Preferred Stock, $0.0001 par value per share, of which no shares are issued and outstanding as of the date hereof. All subscriptions, warrants, options, convertible securities, and other rights (contingent or other) to purchase or otherwise acquire equity securities of the Company issued and outstanding as of the date hereof, or material contracts, commitments, understandings, or arrangements by which the Company or any of its subsidiaries is or may be obligated to issue shares of capital stock, or securities or rights convertible or exchangeable for shares of capital stock, are as set forth in the SEC Documents. The issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. Except as Previously Disclosed, no holder of the Company's capital stock is entitled to preemptive or similar rights. There are no bonds, debentures, notes or other indebtedness having general voting rights (or convertible into securities having such rights) of the Company issued and outstanding. Except as Previously Disclosed, there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of their securities under the Securities Act. The Company has made available to the Purchasers, a true, correct and complete copy of the Company's Certificate of Incorporation and Bylaws.

3.14. Legal Proceedings. Except as Previously Disclosed, there is no action, suit or proceeding before any court, governmental agency or body, domestic or foreign, now pending or, to the knowledge of the Company, threatened against the Company or its subsidiaries wherein an unfavorable decision, ruling or finding would reasonably be expected to, individually or in the aggregate, (i) materially adversely affect the validity or enforceability of, or the authority or ability of the Company to perform its obligations under, this Agreement or (ii) have a Material Adverse Effect. The Company is not a party to or subject to the provisions of any injunction, judgment, decree or order of any court, regulatory body, administrative agency or other

governmental agency or body that might have, individually or in the aggregate, a Material Adverse Effect.

3.15. No Violations. Neither the Company nor any of its subsidiaries is in violation of its respective certificate of incorporation, bylaws or other organizational documents, or to its knowledge, is in violation of any statute or law, judgment, decree, rule, regulation, ordinance or order of any court or governmental or regulatory body (including The NASDAQ Stock Market), governmental agency, arbitration panel or authority applicable to the Company or any of its subsidiaries, which violation, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect. Neither the Company nor any of its subsidiaries is in default (and there exists no condition which, with or without the passage of time or giving of notice or both, would constitute a default) in the performance of any bond, debenture, note or any other evidence of indebtedness in any indenture, mortgage, deed of trust or any other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or by which the properties of the Company are bound, which would be reasonably likely to have a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company and the Company is not an "ineligible issuer" pursuant to Rules 164, 405 and 433 under the Securities Act. The Company has not received any comment letter from the SEC relating to any SEC Documents which has not been finally resolved. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

3.16. Governmental Permits; FDA Matters.

(a) Permits. The Company and its subsidiaries possess all necessary franchises, licenses, certificates and other authorizations from any foreign, federal, state or local government or governmental agency, department or body that are currently necessary for the operation of their respective businesses as currently conducted, except where such failure to possess would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such permit which, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) EPA and FDA Matters . As to each of the manufacturing processes, intermediate products and research or commercial products of the Company and each of its subsidiaries, including, without limitation, products or compounds currently under research and/or development by the Company, subject to the jurisdiction of the United States Environmental Protection Agency ("EPA") under the Toxic Substances Control Act and regulations thereunder ("TSCA") or the Food and Drug Administration ("FDA") under the Federal Food, Drug and Cosmetic Act and the regulations thereunder ("FDCA") (each such product, a "Life Science Product"), such Life Science Product is being researched, developed, manufactured, tested, distributed and/or marketed in compliance in all material respects with all applicable requirements under the FDCA and TSCA and similar laws and regulations applicable to such Life Science Product, including those relating to investigational use, premarket approval,

good manufacturing practices, labeling, advertising, record keeping, filing of reports and security. The Company has not received any notice or other communication from the FDA, EPA or any other federal, state or foreign governmental entity (i) contesting the premarket approval of, the uses of or the labeling and promotion of any Life Science Product or (ii) otherwise alleging any violation by the Company of any law, regulation or other legal provision applicable to a Life Science Product. Neither the Company, nor any officer, employee or agent of the Company has made an untrue statement of a material fact or fraudulent statement to the FDA or other federal, state or foreign governmental entity performing similar or equivalent functions or failed to disclose a material fact required to be disclosed to the FDA or such other federal, state or foreign governmental entity.

3.17. Listing Compliance. The Company is in compliance with the requirements of The NASDAQ Stock Market LLC for continued listing of the Common Stock thereon and has no knowledge of any facts or circumstances that could reasonably lead to delisting of its Common Stock from The NASDAQ Stock Market. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or the listing of the Common Stock on The NASDAQ Stock Market, nor has the Company received any notification that the SEC or The NASDAQ Stock Market is contemplating terminating such registration or listing. The transactions contemplated by the Transaction Agreements will not contravene the rules and regulations of The NASDAQ Stock Market. The Company will comply with all requirements of The NASDAQ Stock Market with respect to the issuance of the Securities, including the filing of any listing notice with respect to the issuance of the Securities, other than obtaining stockholder approval for the exercise of the Warrants as contemplated by Section 7.7.

3.18. Intellectual Property.

(a) Except as set forth in Section 3.18 of the Disclosure Letter, Company and/or its subsidiaries owns or possesses, free and clear of all encumbrances, all legal rights to all intellectual property and industrial property rights and rights in confidential information, including all (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisional, reissues, re-examinations, substitutions and extensions thereof, (ii) trademarks, trademark rights, service marks, service mark rights, corporate names, trade names, trade name rights, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by and of the foregoing, (iii) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and other methodologies, (iv) copyrights, (v) computer programs (whether in object code, subject code or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all related documentation, (vi) licenses to any of the foregoing, and (vii) all applications and registrations of the foregoing, and (viii) all other similar proprietary rights (collectively, "Intellectual Property") used or held for use in, or necessary for the conduct of their businesses as now conducted and as proposed to be conducted, and neither the Company nor any of its subsidiaries (A) has received any communications alleging that either the Company or any of its subsidiaries has violated, infringed or misappropriated or, by conducting their businesses as now conducted and as proposed to be conducted, would violate, infringe or misappropriate any of the Intellectual Property of any other Person, (B) knows of any claim that the Company or any of its subsidiaries

has violated, infringed or misappropriated, or, by conducting their businesses as now conducted and as proposed to be conducted, would violate, infringe or misappropriate any of the Intellectual Property of any other Person, and (C) knows of any material third-party infringement, misappropriation or violation of any Company or any Company subsidiary's Intellectual Property. The Company has taken and takes reasonable security measures to protect the secrecy, confidentiality and value of its Intellectual Property, including requiring all Persons with access thereto to enter into appropriate non-disclosure agreements. To the knowledge of the Company, there has not been any disclosure of any material trade secret of the Company or a Company subsidiary (including any such information of any other Person disclosed in confidence to the Company) to any other Person in a manner that has resulted or is likely to result in the loss of trade secret in and to such information. Except as Previously Disclosed, and except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no outstanding options, licenses or agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company's or its subsidiaries' Intellectual Property, nor is the Company or its subsidiaries bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other Person.

(b) To the Company's knowledge, none of the employees of the Company or its subsidiaries are obligated under any contract (including, without limitation, licenses, covenants or commitments of any nature or contracts entered into with prior employers), or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Company or its subsidiaries or would conflict with their businesses as now conducted and as proposed to be conducted. Neither the execution nor delivery of the Transaction Agreements will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, covenant or instrument under which the Company or its subsidiaries or any of the employees of the Company or its subsidiaries is now obligated, and neither the Company nor its subsidiaries will need to use any inventions that any of its employees, or Persons it currently intends to employ, have made prior to their employment with the Company or its subsidiaries, except for inventions that have been assigned or licensed to the Company or its subsidiaries as of the date hereof. Each current and former employee or contractor of the Company or its subsidiaries that has developed any Intellectual Property owned or purported to be owned by the Company or its subsidiaries has executed and delivered to the Company a valid and enforceable Invention Assignment and Confidentiality Agreement that (i) assigns to the Company or such subsidiaries all right, title and interest in and to any Intellectual Property rights arising from or developed or delivered to the Company or such subsidiaries in connection with such Person's work for or on behalf of the Company or such subsidiaries, and (ii) provides reasonable protection for the trade secrets, know-how and other confidential information (1) of the Company or such subsidiaries and (2) of any third party that has disclosed same to the Company or such subsidiaries. To the knowledge of the Company, no current or former employee, officer, consultant or contractor is in default or breach of any term of any employment, consulting or contractor agreement, non-disclosure agreement, assignment agreement, or similar agreement. Except as Previously Disclosed, to the knowledge of the Company, no present or former employee, officer, consultant or contractor of the Company has any ownership, license or other right, title or interest, directly or indirectly, in whole or in part, in any Intellectual Property that is owned or purported to be owned, in whole or part, by the Company or its subsidiaries.

3.19. Financial Statements. The consolidated financial statements of the Company and its subsidiaries and the related notes thereto included in the SEC Documents (the "Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and present fairly, in all material respects, the financial position of the Company and its subsidiaries as of the dates indicated and the results of its operations and cash flows for the periods therein specified subject, in the case of unaudited statements, to normal year-end audit adjustments. Except as set forth in such Financial Statements (or the notes thereto), such Financial Statements (including the related notes) have been prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods therein specified ("GAAP"). Except as set forth in the Financial Statements, neither the Company nor its subsidiaries has any material liabilities other than liabilities and obligations that have arisen in the ordinary course of business and which would not be required to be reflected in financial statements prepared in accordance with GAAP.

3.20. Accountants. PricewaterhouseCoopers LLP, which has expressed its opinion with respect to the consolidated financial statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, are registered independent public accountants as required by the Exchange Act and the rules and regulations promulgated thereunder (and by the rules of the Public Company Accounting Oversight Board).

3.21. Internal Accounting Controls. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has disclosure controls and procedures (as defined in Rules 13a14 and 15d-14 under the Exchange Act) that are effective and designed to ensure that (i) information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified by the SEC Rules, and (ii) such information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure. The Company is otherwise in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated thereunder.

3.22. Off-Balance Sheet Arrangements. There is no transaction, arrangement or other relationship between the Company or its subsidiaries and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its Exchange Act filings and is not so disclosed or that otherwise would be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. There are no such transactions, arrangements or other relationships with the Company that may create contingencies or liabilities that are not otherwise disclosed by the Company in its Exchange Act filings.

3.23. No Material Adverse Change; Solvency. (a) Except as set forth in the SEC Documents in each case, filed or made through and including the date hereof, since March 31, 2015:

(i) there has not been any event, occurrence or development that, individually or in the aggregate, has had or that could reasonably be expected to result in a Material Adverse Effect,

(ii) the Company has not incurred any liabilities (contingent or otherwise) other than (1) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (2) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or not required to be disclosed in filings made with the SEC,

(iii) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock other than routine withholding in accordance with the Company's existing stock-based plan,

(iv) the Company has not altered its method of accounting or the identity of its auditors, except as Previously Disclosed,

(v) the Company has not issued any equity securities except pursuant to the Company's existing stock based plans or as otherwise Previously Disclosed; and

(vi) there has not been any loss or damage (whether or not insured) to the physical property of the Company or any of its subsidiaries.

(b) The Company is not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be Insolvent (as defined below). For purposes of this Section, "Insolvent" means, with respect to any Person, (i) the present fair saleable value of such Person's assets is less than the amount required to pay such Person's total indebtedness, (ii) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) such Person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is currently proposed to be conducted. As of the Closing, the Company's existing cash and cash equivalents, cash from operations, cash from borrowing facilities and cash available from capital market transactions will be sufficient to meet the Company's planned working capital and capital expenditure requirements for at least 6 months from the Closing Date.

(c) The Company has not incurred any obligation or liability (contingent or otherwise) under this Agreement, or any of the documents or instruments contemplated hereby, with actual intent to hinder, delay or defraud either present or future creditors of the Company or any of its subsidiaries.

3.24. No Manipulation of Stock. Neither the Company nor any of its subsidiaries, nor to the Company's knowledge, any of their respective officers, directors, employees, Affiliates or controlling Persons has taken and will not, in violation of applicable law, take, any action designed to or that might reasonably be expected to, directly or indirectly, cause or result in stabilization or manipulation of the price of the Common Stock.

3.25. Insurance. The Company and its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and its subsidiaries are engaged. The Company and its subsidiaries will continue to maintain such insurance or substantially similar insurance, which covers the same risks at the same levels as the existing insurance with insurers which guarantee the same financial responsibility as the current insurers, and neither the Company nor any subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

3.26. Properties. Except as Previously Disclosed, the Company and its subsidiaries have good and marketable title to all the properties and assets (both tangible and intangible) described as owned by them in the consolidated financial statements included in the SEC Documents, free and clear of all liens, mortgages, pledges, or encumbrances of any kind except (i) those, if any, reflected in such consolidated financial statements (including the notes thereto), or (ii) those that are not material in amount and do not adversely affect the use made and proposed to be made of such property by the Company or its subsidiaries. The Company and each of its subsidiaries hold their leased properties under valid and binding leases. The Company and each of its subsidiaries own or lease all such properties as are necessary to its operations as now conducted.

3.27. Tax Matters. The Company and its subsidiaries have filed all Tax Returns, and these Tax Returns are true, correct, and complete in all material respects. The Company and each subsidiary (i) have paid all Taxes that are due from the Company or such subsidiary for the periods covered by the Tax Returns or (ii) have duly and fully provided reserves adequate to pay all Taxes in accordance with GAAP. No agreement as to indemnification for, contribution to, or payment of Taxes exists between the Company or any subsidiary, on the one hand, and any other Person, on the other, including pursuant to any Tax sharing agreement, lease agreement, purchase or sale agreement, partnership agreement or any other agreement not entered into in the ordinary course of business. Neither the Company nor any of its subsidiaries has any liability for Taxes of any Person (other than the Company or any of its subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of any state, local or foreign law), or as a transferee or successor, by contract or otherwise. Since the date of the Company's most recent Financial Statements, the Company has not incurred any liability for Taxes other than in the ordinary course of business consistent with past practice. Neither the Company nor its subsidiaries has been advised (a) that any of its Tax Returns have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment to its Taxes. Neither the Company nor any of its subsidiaries has knowledge of any Tax liability to be imposed upon its properties or assets as of the date of this Agreement that is not adequately provided for. The Company has not distributed stock of another corporation, or has had its stock distributed by another corporation, in a transaction that was governed, or purported or intended to be governed, in whole or in part, by Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement

or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with the purchase of the Shares. "Tax" or "Taxes" means any foreign, federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall, profits, environmental, customs, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum or other similar tax, governmental fee, governmental assessment or governmental charge, including any interest, penalties or additions to Taxes or additional amounts with respect to the foregoing. "Tax Returns" means all returns, reports, or statements required to be filed with respect to any Tax (including any elections, notifications, declarations, schedules or attachments thereto, and any amendment thereof) including any information return, claim for refund, amended return or declaration of estimated Tax.

3.28. Investment Company Status. The Company is not, and immediately after receipt of payment for the Shares will not be, an "investment company," an "affiliated person" of, "promoter" for or "principal underwriter" for, or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended, or the rules and regulations promulgated thereunder.

3.29. Transactions With Affiliates and Employees. Except as Previously Disclosed, none of the officers or directors of the Company or its subsidiaries and, to the knowledge of the Company, none of the employees of the Company or its subsidiaries is presently a party to any transaction with the Company or any subsidiary (other than for services as employees, officers and directors required to be disclosed under Item 404 of Regulation S-K under the Exchange Act).

3.30. Foreign Corrupt Practices. Neither the Company nor its subsidiaries or Affiliates, any director or officer, nor to the knowledge of the Company, any agent, employee or other Person acting on behalf of the Company or its subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its subsidiaries (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made or promised to make any direct or indirect unlawful payment to any foreign or domestic government official or employee (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any Person acting in an official capacity for or on behalf of any of the foregoing, or of any political party or part official or candidate for political office (each such Person, a "Government Official")) from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (d) made or promised to make any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic Government Official.

3.31. Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of

2001 (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)), applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened.

3.32. OFAC. Neither the Company, any director or officer, nor, to the Company's knowledge, any agent, employee, subsidiary or Affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

3.33. Environmental Laws. The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole.

3.34. Employee Relations. Except as set forth in Section 3.34 of the Disclosure Letter, neither the Company nor any of its subsidiaries is a party to any collective bargaining agreement or employs any member of a union. Neither the Company nor any of its subsidiaries is engaged in any unfair labor practice. There is (i) (x) no unfair labor practice complaint pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or threatened, (y) no strike, labor dispute, slowdown or stoppage pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries and (z) no union representation dispute currently existing concerning the employees of the Company or any of its subsidiaries, and (ii) to the Company's knowledge, (x) no union organizing activities are currently taking place concerning the employees of the Company or any of its subsidiaries and (y) there has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees or any applicable wage or hour laws. No executive officer of the Company (as defined in Rule 501(f) promulgated under the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company. No executive officer of the Company, to the knowledge of the Company, is, or is now expected to be, in

violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other agreement or any restrictive covenant, and the continued employment of each such executive officer does not subject the Company or any of its subsidiaries to any liability with respect to any of the foregoing matters.

3.35. ERISA. The Company and its subsidiaries are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (herein called "ERISA"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension plan" (as defined in ERISA) for which the Company or any of its subsidiaries would have any liability; the Company has not incurred and does not expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan"; or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "Code"); and each "Pension Plan" for which the Company would have liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

3.36. Obligations of Management. To the Company's knowledge, each officer and key employee of the Company or its subsidiaries is currently devoting substantially all of his or her business time to the conduct of the business of the Company or its subsidiaries, respectively. The Company is not aware that any officer or key employee of the Company or its subsidiaries is planning to work less than full time at the Company or its subsidiaries, respectively, in the future. To the Company's knowledge, no officer or key employee is currently working or plans to work for a competitive enterprise, whether or not such officer or key employee is or will be compensated by such enterprise. To the Company's knowledge, no officer or Person currently nominated to become an officer of the Company or its subsidiaries is or has been subject to any judgment or order of, the subject of any pending civil or administrative action by the SEC or any self-regulatory organization.

3.37. Integration; Other Issuances of Securities. Neither the Company nor its subsidiaries or any Affiliates, nor any Person acting on its or their behalf, has issued any shares of Common Stock or shares of any series of preferred stock or other securities or instruments convertible into, exchangeable for or otherwise entitling the holder thereof to acquire shares of Common Stock which would be integrated with the sale or exchange of the Securities to the Purchasers for purposes of the Securities Act or of any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of The NASDAQ Stock Market, nor will the Company or its subsidiaries or Affiliates take any action or steps that would require registration of any of the Securities under the Securities Act or cause the offering of the Securities to be integrated with other offerings if any such integration would cause the issuance of the Securities hereunder to fail to be exempt from registration under the Securities Act as provided in Section 3.10 above or cause the transactions contemplated hereby to contravene the rules and regulations of The NASDAQ Stock Market. The Company is eligible to register the Shares and the Warrant Shares for resale by the Purchasers using Form S-3 promulgated under the Securities Act.

3.38. No General Solicitation. Neither the Company nor its subsidiaries or any Affiliates, nor any Person acting on its or their behalf, has offered or sold any of the Securities by any form of general solicitation or general advertising.

3.39. No Brokers' Fees. The Company has not incurred any liability for any finder's or broker's fee or agent's commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

3.40. Registration Rights. Except as set forth in (i) the Amended and Restated Investors' Rights Agreement dated June 21, 2010, by and among the Company and the parties listed on Exhibits A through H thereof, as amended by Amendment No. 1 thereto dated February 23, 2012, Amendment No. 2 thereto dated December 24, 2012, Amendment No. 3 thereto dated March 27, 2013, Amendment No. 4 thereto dated October 16, 2013, Amendment No. 5 thereto dated December 24, 2013 and the Rights Agreement Amendment (as amended, the "Rights Agreement"); (ii) the Registration Rights Agreement, dated February 27, 2012, by and among the Company and the several purchasers signatory thereto; (iii) the Registration Rights Agreement, dated July 30, 2012, by and between the Company and Total Energies Nouvelles Activités USA (" Total"), (iv) the Amended and Restated Letter Agreement dated May 8, 2014, by and among the Company and note holders party thereto; (v) the Registration Rights Agreement, dated February 24, 2015, by and between the Company and Nomis Bay Ltd.; and (vi) the registration rights letter attached hereto as Exhibit D (the "Registration Rights Letter"), the Company has not granted or agreed to grant to any Person any rights (including "piggy-back" registration rights) to have any securities of the Company registered with the SEC or any other governmental authority that have not been satisfied or waived.

3.41. Application of Takeover Protections. There is no control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's charter documents or the laws of its state of incorporation that is or could become applicable to any of the Purchasers as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Agreements, including, without limitation, as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

3.42. No Disqualification. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. As used herein, "Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

3.43. Disclosure. The Company understands and confirms that the Purchasers will rely on the foregoing representations in effecting transactions in the Securities. All disclosure furnished by or on behalf of the Company to the Purchasers in connection with this Agreement regarding the Company, its business and the transactions contemplated hereby is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and

agrees that the Purchasers have not made and do not make any representations or warranties with respect to the transactions contemplated hereby other than those set forth in Article 4 hereto. Other than (a) the Voting Agreements (as defined herein), (b) letter agreements regarding waivers of rights by any of the Purchasers and (c) the Registration Rights Letter, the Company has not entered into any letter agreement with a Purchaser hereunder in connection with the transactions contemplated hereby.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser, as to itself only and not with respect to any other Purchaser, represents, warrants and covenants to the Company with respect to this purchase as follows:

4.1. Organization. The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.

4.2. Power. The Purchaser has all requisite power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.3. Authorization. The execution, delivery, and performance of this Agreement by the Purchaser has been duly authorized by all requisite action, and this Agreement constitutes the legal, valid, and binding obligation of the Purchaser enforceable in accordance with its terms, except as limited by the Enforceability Exceptions.

4.4. Consents and Approvals. The Purchaser need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

4.5. Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate in any material respect any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Purchaser is subject. No approval, waiver, or consent by the Purchaser under any instrument, contract, or agreement to which the Purchaser or any of its Affiliates is a party is necessary to consummate the transactions contemplated hereby.

4.6. Purchase for Investment Only. The Purchaser is purchasing the Securities for the Purchaser's own account for investment purposes only and not with a view to, or for resale in connection with, any "distribution" in violation of the Securities Act. By executing this Agreement, the Purchaser further represents that it does not have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer, or grant participation to such Person or to any third Person, with respect to any of the Securities. The Purchaser understands that the Securities have not been registered under the Securities Act or any applicable state securities laws by reason of a specific exemption therefrom that depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

4.7. Disclosure of Information. The Purchaser has had an opportunity to review the Company's filings under the Securities Act and the Exchange Act (including risks factors set

forth therein) and the Purchaser represents that it has had an opportunity to ask questions and receive answers from the Company to evaluate the financial risk inherent in making an investment in the Securities. The Purchaser has not been offered the opportunity to purchase the Securities by means of any general solicitation or general advertising.

4.8. Risk of Investment. The Purchaser realizes that the purchase of the Securities will be a highly speculative investment and the Purchaser may suffer a complete loss of its investment. The Purchaser understands all of the risks related to the purchase of the Securities. By virtue of the Purchaser's experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, the Purchaser is capable of evaluating the merits and risks of the Purchaser's investment in the Company and has the capacity to protect the Purchaser's own interests.

4.9. Advisors. The Purchaser has reviewed with its own tax advisors the federal, state, and local tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser acknowledges that it has had the opportunity to review the Transaction Agreements and the transactions contemplated thereby with the Purchaser's own legal counsel.

4.10. Finder. The Purchaser is not obligated and will not be obligated to pay any broker commission, finders' fee, success fee, or commission in connection with the transactions contemplated by this Agreement.

4.11. Restricted Shares. The Purchaser understands that the Securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available. Moreover, the Purchaser understands that, except as set forth in the Rights Agreement, the Company is under no obligation to register the Shares. The Purchaser is aware of Rule 144 promulgated under the Securities Act ("SEC Rule 144") that permits limited resales of securities purchased in a private placement subject to the satisfaction of certain conditions.

4.12. Legend. It is understood by the Purchaser that each certificate representing the Shares and the Warrant Shares and each Warrant shall be endorsed with a legend substantially in the following form:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS

SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

Subject to Section 7.3, the Company need not register a transfer of Securities unless the conditions specified in the foregoing legend are satisfied. Subject to Section 7.3, the Company may also instruct its transfer agent not to register the transfer of any of the Securities unless the conditions specified in the foregoing legend are satisfied.

4.13. Investor Qualification. The Purchaser is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. The Purchaser acknowledges that it has completed the Purchaser Suitability Questionnaire. The Purchaser has truthfully set forth in the Purchaser Suitability Questionnaire the factual basis or reason for qualification as an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act and such information remains true and correct as of the date hereof. The Purchaser agrees to furnish any additional information that the Company deems reasonably necessary in order to verify the answers set forth in the Purchaser Suitability Questionnaire.

4.14. Disqualification. The Purchaser represents that neither such Purchaser, nor any person or entity with whom such Purchaser shares beneficial ownership of the Company securities, is subject to any Disqualification Event (as defined in Rule 506(d)(1)(i) through (viii) under the Securities Act), except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed reasonably in advance of the Closing in writing in reasonable detail to the Company.

ARTICLE 5
CONDITIONS TO COMPANY'S OBLIGATIONS AT THE CLOSING OR ANY ADDITIONAL CLOSING.

The Company's obligation to complete the sale and issuance of the Shares and deliver the Shares to each Purchaser, individually, at the Closing or at any Additional Closing shall be subject to the following conditions to the extent not waived by the Company:

(a) Receipt of Payment. The Company shall have received payment by wire transfer of immediately available funds in the full amount of the Total Purchase Price for the number of Shares being purchased by such Purchaser at the Closing or Additional Closing, as applicable, as set forth next to such Purchaser's name on Schedule I hereto.

(b) Representations and Warranties. The representations and warranties made by such Purchaser in Section 4 hereof shall be true and correct in all material respects as of, and as if made on, the date of this Agreement and as of the Closing or the Additional Closing, as applicable.

(c) Receipt of Executed Documents. Such Purchaser shall have duly executed and delivered to the Company the Rights Agreement Amendment, the Registration Rights Letter, the Voting Agreement (other than Wolverine Flagship Fund Trading Limited) and the Purchaser

Suitability Questionnaire.

ARTICLE 6
CONDITIONS TO PURCHASERS' OBLIGATIONS AT THE CLOSING AND ANY ADDITIONAL CLOSING

Each Purchaser's obligation to accept delivery of the Shares and to pay for the Shares shall be subject to the following conditions to the extent not waived by such Purchaser:

(a) Representations and Warranties. The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all respects as of, and as if made on, the date of this Agreement and as of the Closing, or, in the case of the sale of Additional Shares, as of the Additional Closing and as qualified by any updated Disclosure Letter (an "Updated Disclosure Letter") delivered by the Company to such Additional Purchase on the date of such Additional Closing.

(c) Receipt of Rights Agreement Amendment. The Company shall have executed and delivered to each Purchaser the Rights Agreement Amendment and the Registration Rights Letter, and the Rights Agreement Amendment shall have been duly executed by such other parties as may be required for the Rights Agreement to be binding and effective with respect to the parties thereto.

(d) Legal Opinion. The Purchasers shall have received an opinion of Fenwick & West LLP, counsel to the Company, substantially in the form set forth in Exhibit E hereto, dated as of the Closing or the Additional Closing, as applicable.

(e) Certificate. Each Purchaser shall have received a certificate signed by the Company's Chief Executive Officer and Chief Financial Officer to the effect that the representations and warranties of the Company in Section 3 hereof are true and correct in all respects as of, and as if made on, the date of this Agreement and as of the Closing, or, in the case of any Additional Closing, as of such Additional Closing and as qualified by any Updated Disclosure Letter delivered by the Company to such Purchaser on the date of such Additional Closing, and that the Company has satisfied in all material respects all of the conditions set forth in this Agreement.

(f) Good Standing. The Company is validly existing as a corporation in good standing under the laws of Delaware as evidenced by a certificate of the Secretary of State of the State of Delaware, a copy of which was provided to the Purchasers.

(g) Secretary's Certificate. A certificate, executed by the Secretary of the Company and dated as of the Closing Date or the date of the Additional Closing, as applicable, as to (A) the resolutions approving the issuance of the Shares as adopted by an Independent Committee of the Board of Directors and/or the Company's Board of Directors in a form reasonably acceptable to such Purchaser, (B) the certificate of incorporation, and (C) the bylaws, each as in effect as of the Closing Date or the date of the Additional Closing, as applicable.

(h) Board Approval. The terms and conditions of the issuance of the Securities and the Transaction Agreements shall have been approved by an Independent Committee of the

Board of Directors and/or a majority of the disinterested directors of the Board of Directors, as applicable.

(i) Approvals. The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities, including, without limitation, from The NASDAQ Stock Market, other than with respect to obtaining stockholder approval of the exercise of the Warrants pursuant to Section 7.6.

(j) Warrants. The Company shall have issued to each Purchaser or Additional Purchaser purchasing Shares at such Closing or Additional Closing, as applicable, a Warrant in the form of Exhibit C attached hereto, which warrant will be exercisable for ten percent (10%) of the Shares being purchased by such Purchaser or Additional Purchaser at such Closing or Additional Closing, as applicable, at an exercise price per share of $0.01 per share; provided, however, that such Warrant shall only be exercisable if such Warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.6 of this Agreement.

(k) Exchange. Prior to or simultaneous with the Closing or Additional Closing, as applicable, the Company shall have consummated the transactions contemplated by that certain Exchange Agreement dated as of the date of this Agreement (the "Exchange Agreement") by and among the Company, Total and Maxwell (Mauritius) PTE LTD.

(l) Voting Agreements . The Purchasers (other than Wolverine Flagship Fund Trading Limited) and such other stockholders of the Company holding in the aggregate a majority of the Company's voting capital stock entitled to vote at the Stockholders Meeting (after taking into account the Exchanges (as defined in the Exchange Agreement) and the transactions contemplated hereby) (the "Voting Stockholders") shall have each entered into a voting agreement with the Company in the form attached hereto as Exhibit F (the "Voting Agreement ") pursuant to which the Purchasers and such stockholders shall agree to vote at the Stockholders Meeting all shares of the Company's capital stock held by such Purchasers or stockholders to approve the issuance of the Warrants and the Warrant Shares issuable upon exercise of such Warrants and the agreements related thereto.

ARTICLE 7
OTHER AGREEMENTS OF THE PARTIES

7.1. Securities Laws Disclosure; Publicity. Promptly after the Closing Date, the Company shall issue a press release (the "Press Release") reasonably acceptable to the Purchasers disclosing all material terms of the transactions contemplated hereby. On or before 5:30 p.m., New York City time, on the fourth trading day immediately following the execution of this Agreement, the Company will file a Current Report on Form 8-K with the SEC describing the terms of the Transaction Agreements (the "8-K Filing"). From and after the filing of the Press Release, the Company shall have disclosed all material, non-public information (if any) provided to any of the Purchasers by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the filing of the Press Release, the Company acknowledges and agrees that any and all confidentiality or similar

obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Purchasers or any of their affiliates, on the other hand, shall terminate. The Company shall not, and the Company shall cause each of its Subsidiaries and each of its and their respective officers, directors, employees and agents not to, provide any Purchaser (other than any Purchaser who has a designee, representative or affiliate who serves on the Company's board of directors) with any material, non-public information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of such Purchaser (which may be granted or withheld in such Purchaser's sole discretion). To the extent that the Company delivers any material, non-public information to a Purchaser without such Purchaser's consent, the Company hereby covenants and agrees that such Purchaser shall not have any duty of confidentiality with respect to, or a duty not to trade on the basis of, such material, non-public information. Subject to the foregoing, neither the Company, its Subsidiaries nor any Purchaser shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; provided, however, the Company shall be entitled, without the prior approval of any Purchaser, to make the Press Release and any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith and (ii) as is required by applicable law and regulations (provided that in the case of clause (i) each Purchaser shall be consulted by the Company in connection with any such press release or other public disclosure prior to its release). Without the prior written consent of the applicable Purchaser (which may be granted or withheld in such Purchaser's sole discretion), the Company shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of such Purchaser in any filing (except as required by law or upon the reasonable advice of counsel), announcement, release or otherwise. Notwithstanding anything contained in this Agreement to the contrary and without implication that the contrary would otherwise be true, the Company expressly acknowledges and agrees that no Purchaser shall have (unless expressly agreed to by a particular Purchaser after the date hereof in a written definitive and binding agreement executed by the Company and such particular Purchaser (it being understood and agreed that no Purchaser may bind any other Purchaser with respect thereto)), any duty of confidentiality with respect to, or a duty not to trade on the basis of, any material, non-public information regarding the Company or any of its Subsidiaries.

7.2. Form D. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Investor (provided that the posting of the Form D on the SEC's EDGAR system shall be deemed delivery of the Form D for purposes of this Agreement).

7.3. Removal of Legends and Transfer Restrictions. Removal of Legends. Certificates evidencing Securities shall not be required to contain the legend set forth in Section 4.12 above or any other legend (i) while a registration statement covering the resale of such Securities is effective under the Securities Act, (ii) following any sale of such Securities pursuant to Rule 144 (assuming the transferor is not an affiliate of the Company), (iii) if such Securities are eligible to be sold, assigned or transferred under Rule 144 (provided that a Purchaser provides the Company with reasonable assurances that such Securities are eligible for sale, assignment or transfer under Rule 144 and Purchaser's acknowledgment of the requirement to sell, assign or transfer the Securities in accordance with Rule 144 or another exemption from the registration requirements of the Securities Act which shall not include an opinion of Purchaser's counsel), (iv) in

connection with a sale, assignment or other transfer (other than under Rule 144), provided that such Purchaser provides the Company with an opinion of counsel to such Purchaser, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the Securities Act or (v) if such legend is not required under applicable requirements of the Securities Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the SEC). If a legend is not required pursuant to the foregoing, the Company shall no later than three (3) Trading Days (as defined in the Warrants) following the delivery by a Purchaser to the Company or the transfer agent (with notice to the Company) of a legended certificate representing such Securities (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer, if applicable), together with any other deliveries from such Purchaser as may be required above in this Section 7.4(a), as directed by such Purchaser, either: (A) provided that the Company's transfer agent is participating in the DTC Fast Automated Securities Transfer Program and such Securities are Shares or Warrant Shares, credit the aggregate number of shares of Common Stock to which such Purchaser shall be entitled to such Purchaser's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system or (B) if the Company's transfer agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver (via reputable overnight courier) to such Purchaser, a certificate representing such Securities that is free from all restrictive and other legends, registered in the name of such Purchaser or its designee (the date by which such credit is so required to be made to the balance account of such Purchaser's or such Purchaser's designee with DTC or such certificate is required to be delivered to such Purchaser pursuant to the foregoing is referred to herein as the "Required Delivery Date", and the date such shares of Common Stock are actually delivered without restrictive legend to such Purchaser or such Purchaser's designee with DTC, as applicable, the "Share Delivery Date"). The Company shall be responsible for any transfer agent fees or DTC fees with respect to any issuance of Securities or the removal of any legends with respect to any Securities in accordance herewith. The Company acknowledges that the remedy at law for a breach of its obligations under this Section 7.3 may be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 7.3 with respect to any Purchaser, the Purchaser shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required.

7.4. Subsequent Equity Sales. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Investors, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any trading market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

7.5. Listing. The Company shall promptly take any action required to maintain the listing of all of the Shares and the Warrant Shares, once they have been issued, upon each national securities exchange and automated quotation system, if any, upon which shares of

Common Stock are then listed (subject to official notice of issuance) and shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of all Shares from time to time issuable under the terms of the Transaction Agreements. The Company shall take all actions within its control to comply with the reporting requirements of the Exchange Act and each applicable national securities exchange and automated quotation system on which the Common Stock is listed. The Company shall make and keep public information available, as those terms are understood and defined in SEC Rule 144, for so long as required in order to permit the resale of the Securities pursuant to SEC Rule 144 and to file period reports with the SEC whether or not required to do so. The Company shall not take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on The NASDAQ Stock Market.

7.6. Stockholders Meeting. The Company shall provide each stockholder entitled to vote at a special or annual meeting of stockholders of the Company (the "Stockholder Meeting"), which initially shall be promptly called and held not later than October 31, 2015 (the "Stockholder Meeting Deadline"), a proxy statement substantially in the form which has been previously reviewed by the Purchasers and a counsel of their choice, at the expense of the Company, soliciting each such stockholder's affirmative vote at the Stockholder Meeting for approval of resolutions (the "Stockholder Resolutions") providing for the Company's issuance of all of the Securities as described in the Agreement in accordance with applicable law and rules and regulations of The NASDAQ Stock Market, including the issuance of the Warrant Shares upon exercise of the Warrants (such affirmative approval being referred to herein as the "Stockholder Approval" and the date such approval is obtained, the "Stockholder Approval Date"), and the Company shall use its best efforts to solicit its stockholders' approval of the Stockholder Resolutions and to cause the Board to recommend to the stockholders that they approve the Stockholder Resolutions. The Company shall be obligated to seek to obtain the Stockholder Approval by the Stockholder Meeting Deadline. If, despite the Company's best efforts, the Stockholder Approval is not obtained on or prior to the Stockholder Meeting Deadline, the Company shall cause an additional Stockholder Meeting to approve the Stockholder Resolutions to be called and held at each otherwise convened special or annual meeting of the stockholders of the Company, which special or annual meetings must be called and held at least once in each six-month period after the Stockholder Meeting Deadline until such Stockholder Approval is obtained, provided that if the Board does not recommend to the stockholders that they approve the Stockholder Resolutions at any such Stockholder Meeting and the Stockholder Approval is not obtained, the Company shall cause an additional Stockholder Meeting to be held each calendar quarter after the Stockholder Meeting Deadline until such Stockholder Approval is obtained.

7.7. Proxy Filing. The Company shall prepare and file with the SEC, within ten (10) business days after the date of this Agreement, a proxy statement in preliminary form relating to the Stockholders Meeting (as defined in Section 7.6) (such proxy statement, including any amendment or supplement thereto, the "Proxy Statement"). The Company shall cause the Proxy Statement to comply in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder. The Company shall cause the definitive Proxy Statement to be mailed as promptly as possible after the date the staff of the SEC advises that it has no further comments thereon or that the Company may commence mailing the Proxy Statement.

7.8. Voting Agreements. Until the Stockholder Approval is obtained, the Company shall not take any action, including the issuance of shares of Common Stock pursuant to any Offering, that would result in the Voting Stockholders and any additional stockholder with whom the Company enters into a Voting Agreement to hold less than a majority of the Company's outstanding voting stock entitled to vote at the Stockholders Meeting (after taking into account the Exchanges (as defined in the Exchange Agreement) and any bona fide equity financings consummated by the Company on or prior to the date of the Stockholders Meeting).

ARTICLE 8
MISCELLANEOUS

8.1. Survival. The representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and the sale of the Securities.

8.2. Indemnification.

(a) Indemnification of Purchasers. The Company agrees to indemnify and hold harmless each Purchaser and its Affiliates and their respective directors, officers, trustees, members, managers, employees and agents, and their respective successors and assigns, from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable attorney fees and disbursements and other expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) (collectively, "Losses") to which such Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under this Agreement, and will reimburse any such Person for all such Losses as they are incurred by such Person.

(b) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt notice to the Company of any claim with respect to which it seeks indemnification and (ii) permit the Company to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the Company has agreed to pay such fees or expenses, or (b) the Company shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person or (c) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest exists between such Person and the Company with respect to such claims (in which case, if the Person notifies the Company in writing that such Person elects to employ separate counsel at the expense of the Company, the Company shall not have the right to assume the defense of such claim on behalf of such Person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the Company of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the Company in the defense of any such claim or litigation. It is understood that the Company shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. The Company will not, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed,

consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. No indemnified party will, except with the consent of the Company, consent to entry of any judgment or enter into any settlement.

8.3. Assignment; Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that this Agreement may be assigned by any Purchaser to the valid transferee of any security purchased hereunder if such security remains a "restricted security" under the Securities Act. This Agreement and all provisions thereof shall be binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and permitted assigns.

8.4. Notices. All notices, requests, and other communications hereunder shall be in writing and will be deemed to have been duly given and received (a) when personally delivered, (b) when sent by facsimile upon confirmation of receipt, (c) one business day after the day on which the same has been delivered prepaid to a nationally recognized courier service, or (d) five business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to, as to the Company, Amyris, Inc., 5885 Hollis Street, Suite 100, Emeryville, CA 94608, Attn: General Counsel, facsimile number: (510) 740-7416, with a copy to Fenwick & West LLP, 801 California Street, Mountain View, CA 94041, Attn: , Esq., facsimile number: (650) 938-5200, and as to the Purchaser at the address and facsimile number set forth below the Purchaser's signature on the signature pages of this Agreement. Any party hereto from time to time may change its address, facsimile number, or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto. Each Purchaser and the Company may each agree in writing to accept notices and other communications to it hereunder by electronic communications pursuant to procedures reasonably approved by it; provided that approval of such procedures may be limited to particular notices or communications.

8.5. Governing Law. This Agreement, and the provisions, rights, obligations, and conditions set forth herein, and the legal relations between the parties hereto, including all disputes and claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

8.6. Dispute Resolution.

8.6.1 Escalation. Prior to commencing any arbitration in connection with any dispute, controversy or claim arising out of relating to this Agreement or the breach, termination or validity thereof ("Dispute"), the parties shall first engage in the procedures set forth in this Section 8.6.1. Such Dispute shall first be referred by written notice of the Dispute (the "Dispute Notice") from any party to its executive officers and to the executive officers of each party that the party sending the Dispute Notice has the Dispute with (the "Executive Officers") and the Executive Officers shall attempt to resolve such Dispute within ten (10) days after a party sent the Dispute Notice to the Executive Officers by meeting (either in person or by video teleconference, unless otherwise mutually agreed) at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to

resolve the Dispute. If the Dispute has not been resolved within thirty (30) days after the Dispute Notice has been sent by a party to its Executive Officers and to the Executive Officers of the other party or parties, then either the party that has sent the Dispute Notice, or the party or parties that have received the Dispute Notice may, by written notice to the other party or parties, elect to submit the Dispute to arbitration pursuant to Section 8.6.2. If a party's Executive Officer intends to be accompanied at a meeting by an attorney, the Executive Officers of the other party shall be given at least seventy-two (72) hours' notice of such intention and may also be accompanied by an attorney. All negotiations conducted pursuant to this Section 8.6.1, and all documents and information exchanged by the parties in furtherance of such negotiations, (i) are the Confidential Information (as defined in Section 8.6.4) of the parties, and (ii) shall be inadmissible in any arbitration conducted pursuant to this Section 8.6 or other proceeding with respect to a Dispute.

8.6.2 Arbitration.

(a) All Disputes arising out of, relating to or in connection with this Agreement, which have not been resolved pursuant to Section 8.6.1, shall be submitted to mandatory, final and binding arbitration before an arbitral tribunal pursuant to the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce (the "ICC Rules"), in effect at the time of filing of the request for arbitration, as modified hereby. The International Court of Arbitration of the International Chamber of Commerce (the "ICC Court") shall administer the arbitration.

(b) There shall be three (3) arbitrators. If there are two parties to the arbitration, then one arbitrator shall be nominated by the initiating claimant party in the request for arbitration, the second nominated by the respondent party within thirty (30) days of receipt of the request for arbitration, and the third (who shall act as chairperson of the arbitral tribunal) nominated by the two (2) party-appointed arbitrators within thirty (30) days of the selection of the second arbitrator. In the event that either party fails to nominate an arbitrator, or if the two party-appointed arbitrators are unable or fail to agree upon the third arbitrator, within the time periods specified herein, the ICC Court shall appoint the remaining arbitrator(s) required to comprise the arbitral tribunal. If there are more than two parties to the arbitration, the claimant(s) shall jointly nominate one arbitrator and the respondent(s) shall jointly nominate one arbitrator, within thirty (30) days of receipt by respondent(s) of a copy of the request for arbitration. For avoidance of doubt, where there are two or more claimant(s), none of the claimants has to nominate an arbitrator in their request for arbitration. The third arbitrator (who shall act as chairperson of the arbitral tribunal) shall be nominated by the two (2) party-appointed arbitrators within thirty (30) days of the nomination of the second arbitrator. If either the claimant(s) or the respondent(s) fail to timely nominate an arbitrator, or if the two party-appointed arbitrators are unable or fail to agree upon the third arbitrator, within the time periods specified herein, then on the request of any party, the ICC Court shall appoint the remaining arbitrator(s) required to comprise the arbitral tribunal. The claimant in the arbitration shall provide a copy of the request for arbitration to the respondent at the time such request is submitted to the Secretariat of the International Chamber of Commerce.

(c) Each arbitrator chosen under this Section shall speak, read, and write English fluently and shall be either (i) a practicing lawyer who has specialized in business

litigation with at least ten (10) years of experience in a law firm, (ii) an arbitrator experienced with commercial disputes, or (iii) a retired judge.

(d) The place of arbitration shall be the New York City, New York. The language of the arbitral proceedings and of all submissions and written evidence and any award issued by the arbitral tribunal shall be English. Any party may, at its own expense, provide for translation of any documents submitted in the arbitration or translation or interpretation of any testimony taken at any hearing before the arbitral tribunal. For the avoidance of doubt, no party is under any obligation to provide for translation of any documents submitted in the arbitration or translation or interpretation of any testimony taken at any hearing before the arbitral tribunal.

(e) The award shall be in writing, state the reasons for the award and be final and binding. The arbitral tribunal shall, subject to its discretion, endeavor to issue its award within four (4) months of the end of the hearing, or as soon as possible thereafter. It is expressly understood and agreed by the parties that the rulings and award of the arbitral tribunal shall be binding on the parties, their successors and permitted assigns. Judgment on the award rendered by the arbitral tribunal may be entered in any court having competent jurisdiction.

(f) Each party shall bear its own costs and expenses and attorneys' fees, and the party that does not prevail in the arbitration proceeding, as determined by the arbitral tribunal, shall pay the arbitrator's fees and any administrative fees of arbitration. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each of the Parties, and shall be subject to Section 8.6.4.

8.6.3 Interim Relief.

(a) The arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal may, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

(b) In addition to the remedies and relief available under Section 8.6.3(a) above and the ICC Rules, and subject to Section 8.6.2 above, each party expressly retains the right at any time to apply to any court of competent jurisdiction for interim, injunctive, provisional or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(c) For purposes of Section 8.6.3(b), each party hereby irrevocably and unconditionally consents and agrees that any action for interim, provisional and/or conservatory relief brought against it with respect to its obligations or liabilities under or arising out of or in connection with this Agreement may be brought in the courts located in Paris, France or the state or federal courts located in the Borough of Manhattan, New York City, New York, and each party hereby irrevocably accepts and unconditionally submits to the non-exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action for interim, provisional or conservatory relief. In any such action, each of the parties irrevocably waives, to the fullest extent they may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on

account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in the courts located in Paris, France or the state or federal courts located in the Borough of Manhattan, New York City, New York.

(d) Each party hereby irrevocably consents and agrees that the service of any and all legal process, summons, notices and documents which may be served in any action arising under this Agreement may be made by sending a copy thereof by express courier to the party to be served at the address set forth in the notice provision of this Agreement, with such service to be effective upon receipt. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each party hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding brought pursuant to this Section 8.6.

8.6.4 Confidentiality. The Company and each of the Purchasers agree to use, and to use its reasonable best efforts to ensure that its authorized representatives use the same degree of care as such party uses to protect its own confidential information (but in no event less than reasonable care) to keep confidential the information provided to it pursuant to this Agreement, and any other information furnished to it which the disclosing party identifies as being confidential or proprietary (so long as such information is not in the public domain) or, under the circumstances surrounding disclosure, such party knows or has reason to know should be treated as confidential ("Confidential Information"), unless otherwise required by law (provided that a party shall, to the extent permitted by law, promptly notify the other party of any required disclosure and take reasonable steps to minimize the extent of any such required disclosure); provided, however, that Confidential Information shall not include information, that (i) was in the public domain prior to the time it was furnished to such recipient, (ii) is at the time of the alleged breach (through no willful or improper action or inaction by such recipient) generally available to the public, (iii) was rightfully disclosed to such recipient by a third party without restriction or (iv) as of the time of the alleged breach, had been independently developed (as evidenced by written records) without any use of Confidential Information.

8.7. Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected except to the extent necessary to delete such illegal, invalid, or unenforceable provision unless that provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

8.8. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

8.9. Entire Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

8.10. Finder's Fee. The Company agrees that it shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for

Persons engaged by Purchaser) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Purchaser harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any claim for any such fees or commissions.

8.11. Expenses. Each party will bear its own costs and expenses in connection with this Agreement.

8.12. Further Assurances. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

8.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. Facsimile signatures shall be deemed originals for all purposes hereunder.

8.14. Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with obligations of each other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement or any other Transaction Agreements. The decision of each Purchaser to purchase Securities pursuant to this Agreement has been made by such Purchaser independently of any other Purchaser and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any of its subsidiaries which may have been made or given by any other Purchaser or by any agent or employee of any other Purchaser, and no Purchaser or any of its agents or employees shall have any liability to any other Purchaser (or any other Person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any ancillary document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Agreement. Each Purchaser acknowledges that no other Purchaser has or will be acting as agent of such Purchaser in enforcing its rights under this Agreement or any other Transaction Agreements. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Purchaser, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

8.15. Waiver of Conflicts; Representation by Counsel. Each Purchaser and the Company is aware that Fenwick & West LLP ("F&W") may have previously performed and may continue to perform certain legal services for certain of the Purchasers in matters unrelated to F&W's representation of the Company. In connection with its Purchaser representation, F&W may have obtained confidential information of such Purchasers that could be material to F&W's representation of the Company in connection with negotiation, execution and performance of this Agreement. By signing this Agreement, each Purchaser and the Company hereby acknowledges

that the terms of this Agreement were negotiated among the Purchasers and the Company and are fair and reasonable and waives any potential conflict of interest arising out of such representation (including any future representation of such parties) or such possession of confidential information. Each Purchaser and the Company further represents that it has had the opportunity to be, or has been, represented by separate independent counsel in connection with the transactions contemplated by this Agreement, including, without limitation, the waivers contained in this Section 8.15.

[Signature pages follows]

This Securities Purchase Agreement is hereby confirmed and accepted by the Company as of July 24, 2015.

AMYRIS, INC.

By:: /s/ John G. Melo
Name:
Title:

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

This Securities Purchase Agreement is hereby confirmed and accepted by the Company as of July 24, 2015.

AMYRIS, INC.

By:: _____
Name:
Title:

PURCHASERS:

Total Energies Nouvelles Activities USA
(f.k.a. Total Gas & Power USA, SAS)

By: /s/ Bernard Clement
(signature)

Name: BERNARD CLEMENT
(printed name)

Title: President

Address _____

Facsimile No. _____

Email Address: _____

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

FORIS VENTURES LLC

By: /s/ B. HAGER
(signature)

Name: Barbara Hager
(printed name)

Title: ~~Managing Member~~ Manager

Address

Facsimile No.

Email Address:

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

WOLVERINE FLAGSHIP FUND TRADING LIMITED

By: /s/ Andrew R. Sujdak
(signature)

Name: Andrew R. Sujdak
(printed name)

Title: ~~Managing Member~~ Authorized Signatory

WFFTL Address _____

Facsimile No. _____

Email Address: _____

Purchase Amount
$2,000,000.00

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

NOMIS BAY LTD.

By: /s/ ILLEGIBLE
(signature)

Name: _____
(printed name)

Title: Managing Member

Address _____

_____

_____

Facsimile No. _____

Email Address: _____

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

CONNECTIVE CAPITAL I MASTER FUND, LTD

By: /s/ Robert Romero
(signature)

Name: Robert Romero
(printed name)

Title: Director

Address _____

_____

_____

Facsimile No. _____

Email Address: _____

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

CONNECTIVE CAPITAL EMERGING ENERGY QP, LP

By: /s/ Robert Romero
(signature)

Name: Robert Romero
(printed name)

Title: Managing Member

Address _____

_____

_____

Facsimile No. _____

Email Address: _____

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

PURCHASERS:

NAXYRIS S.A.

By:	/s/ Jacques Reckinger (signature)	/s/ Christoph Piel
Name:	Jacques RECKINGER Director (printed name)	/Christoph Piel Director
Title:	Managing Member	
Address		
Facsimile No.		
Email Address:		

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Schedule I

Schedule of Purchasers

Purchaser	Shares Purchased	Warrant Shares	Total Purchase Price
Foris Ventures LLC	9,615,384	961,538	$14,999,999.04
Wolverine Flagship Fund Trading Limited	1,282,051	128,205	$1,999,999.56
Nomis Bay Ltd.	641,025	64,102	$999,999.00
Total Energies Nouvelles Activities USA	1,282,051	128,205	$1,999,999.56
Connective Capital I Master Fund, LTD	641,025	64,102	$999,999.00
Connective Capital Emerging Energy QP, LP	320,512	32,051	$499,998.72
Naxyris S.A.	2,243,594	224,359	$3,500,006.64
Total	**16,025,642**	**1,602,562**	**$25,000,001.52**

Exhibit A

RIGHTS AGREEMENT AMENDMENT

Exhibit B

PURCHASER SUITABILITY QUESTIONNAIRE
FOR
AMYRIS, INC.

This Questionnaire is to be completed by each **ENTITY** (trust, corporation, partnership or other organization) purchasing securities of Amyris, Inc., a Delaware corporation (the "***Company***"). The purpose of this Questionnaire is to assure the Company that each proposed investor will meet certain suitability standards in connection with investment in the Company and the purchase of shares of the Company's Common Stock, $0.0001 par value per share (the "***Shares***"), including those imposed by applicable state and federal securities laws and the regulations under those laws.

If the answer to any question is "None" or "Not Applicable," please so state. If more space is needed for any answer, additional sheets may be attached.

Your answers will be kept confidential at all times. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such parties as it deems appropriate to establish the availability of exemptions from registration or qualification requirements under federal and state securities laws.

1. IDENTIFICATION

1.1 Name(s) in which the Shares are to be registered:

_____

1.2 Tax Identification Number:

_____

1.3 Address of principal place of business:

_____

1.4 Telephone number:_____
1.5 Jurisdiction of formation or of incorporation (Name the State or Country):

_____

1.6 Form of entity (e.g., corporation, general partnership, limited partnership, trust, etc.):

_____

1.7 Nature of business (e.g., investment, banking, manufacturing, venture capital investment fund, etc.):

_____

2. ACCREDITATION

2.1 Amount of the proposed investment: $

2.2 Is the entity's cash flow from all sources sufficient to satisfy its current needs, including possible contingencies, such that the entity has no need for liquidity in this proposed investment?
Yes_____ No_____

2.3 Was the entity specifically formed for the purpose of investing in the Company? Yes_____ No_____

2.4 Does the entity have the ability to bear the economic risk of the investment, i.e., can the entity afford to lose its entire investment?
Yes_____ No_____

2.5 Is the entity an employee benefit plan governed by the Employee Retirement Income Security Act of 1974 (a 401(k) Plan, Keogh Plan, pension plan, etc., maintained by an employer for its employees)?
Yes_____ No_____
IF YES, please indicate which, if any, of the following categories accurately describes the entity:

_____ the employee benefit plan has total assets in excess of $5,000,000.

_____ the plan is a self-directed plan with investment decisions made solely by persons listed in Section 2.6 below or who are individuals, and each such individual has a net worth in excess $1,000,000 or had an individual income in excess of $200,000 in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year.

_____ investment decisions are made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment advisor.

2.6 Please indicate which, if any, of the following categories accurately describes the entity: _____ A bank. _____ A savings and loan association. _____ A broker-dealer registered under Section 15 of the Securities Exchange Act of 1934. _____ An insurance company.

_____ An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act.
_____ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
_____ A private business development company defined in Section 202(a)(22) of the Investment Advisors Act of 1940.
_____ An organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of $5,000,000 not formed for the purpose of investing in the Company.
_____ A corporation with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.
_____ A partnership with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.
_____ A Massachusetts or similar business trust with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.
_____ Any other trust with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.

2.7 Please indicate if one of the following describes the equity owners of the entity:

_____ Each equity owner of the entity (i.e., all shareholders, all general and/or limited partners or all beneficiaries, as applicable) is an individual whose net worth or joint net worth with his or her spouse exceeds $1,000,000.
_____ Each equity owner of the entity is an individual who had a personal income in excess of $200,000 in each of the two (2) most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and reasonably expects to reach the same income level in the current year.
_____ Each equity owner of the entity is an entity described in at least one category of Question 2.6 above.
_____ Although not all equity owners are described in the same category above in this Question 2.7, each equity owner is described in at least one such category.

2.8 Please indicate which of the following also describes the equity owners of the entity:

_____ Each equity owner of the entity has, by reason of his, her or its business and financial experience, the capacity to evaluate the merits and risks of the entity's proposed investment and to protect his, her or its own interests in connection with the investment.

_____ Each of the equity owners of the entity is able to bear the economic risk of the entity's investment, i.e., can afford loss of the entity's entire investment.
_____ The beneficial interest of each equity owner in the entity's proposed investment is less than 10% of such equity owner's net worth, or joint net worth with his or her spouse.
_____ Although not all equity owners are described in the same category above in this Question 2.8, each equity owner is described in at least one such category.

3. ADDITIONAL INFORMATION

3.1 Has your entity previously invested in private placements of securities of newly-formed, non-public companies or companies without a history of significant profits or earnings?

Never _____ Rarely _____ On Several Occasions _____

Does your entity, by reason of its business and financial knowledge and experience, have the capacity to evaluate the merits and risks of the entity's proposed investment and to protect the entity's own interests in connection with its investment in the Company?

Yes _____ No _____ IF YES, please describe the business and financial knowledge and experience, indicating factual basis for your conclusion that the entity has such capacity.

3.3 Do the persons responsible for making the investment decision for the entity, by reason of their business and financial knowledge and experience, have the capacity to evaluate the merits and risks of the entity's proposed investment?

Yes _____ No _____ IF YES, please describe the business and financial knowledge and experience, indicating factual basis for your conclusion that those persons have such capacity.

3.4 If you have used the services of a securities broker or dealer or a finder in submitting subscription documentation for the Shares, please identify the broker, dealer or finder:

3.5 Are you relying on the business or financial experience of an accountant, attorney or other professional advisor in evaluating the merits and risks of this investment in order to protect your own interest?

Yes_____ No_____

IF YES, please (a) have your advisor complete the Company's form of Advisor's Questionnaire and submit it with this Questionnaire, and (b) identify the advisor.

Name of professional advisor: _____

4. EXECUTION

The information provided in this Questionnaire is true and complete as of the date provided below in all material respects and the undersigned recognizes that the Company is relying on the truth and accuracy of such information. The undersigned agrees to notify the Company promptly of any changes in the foregoing information that may occur prior to the closing of the sale of Shares of the Company.

Name of Entity:

_____ (Please Print or Type)

By: _____ (Signature)

Name: _____ (Please Print or Type)

Title: _____ (Please Print or Type)

Date: _____

Exhibit C
FORM OF WARRANT

Exhibit D
REGISTRATION RIGHTS LETTER

Exhibit E
OPINION OF COMPANY COUNSEL

Fenwick
FENWICK & WEST LLP
SILICON VALLEY 801 CALIFORNIA STREET MOUNTAIN VIEW, CA 94041
TEL: 650.988.8500 FAX: 650.938.5200 WWW.FENWICK.COM

July 29, 2015

To the Investors of Common Stock of
Amyris, Inc. Who are Listed as Investing
on the Date Hereof on the Signature Pages to the Purchase Agreement

Ladies and Gentlemen:

We have acted as counsel for Amyris, Inc., a Delaware corporation (the "***Company***"), in connection with the sale on the date hereof by the Company to you of 16,025,642 shares (the "***Shares***") of the Company's Common Stock ("***Common Stock***") and warrants to purchase shares of the Company's Common Stock (the "***Warrant Shares***" and together with the Shares, the "***Securities***") pursuant to the Securities Purchase Agreement, dated as of July 24, 2015 (the "***Purchase Agreement***"), among the Company and the parties whose names appear on the signature pages thereto (the "***Investors***"), and the execution and delivery by the Company of the (i) Amendment No. 6 to Amended and Restated Investors' Rights Agreement (the "***Rights Agreement Amendment***"), dated as of July 29, 2015, (ii) the Registration Rights Letter entered into by the Company with certain stockholders listed on Schedule I thereto (the "***Rights Letter***") (iii) the Voting Agreement entered into by the Company with each respective Voting Stockholder (the "***Voting Agreement***") and (iv) the Warrants. This opinion is given to you pursuant to Article 6(d) of the Purchase Agreement in connection with the Closing of the sale of the Securities. The Purchase Agreement, the Rights Letter, the Voting Agreement and the Warrants are referred to herein together as the "***Transaction Documents***". Unless defined herein, capitalized terms used herein have the meaning given to them in the Purchase Agreement.

We have examined such matters of law as we reasonably considered necessary for the purpose of rendering this opinion. As to matters of fact material to the opinions expressed herein, we have relied upon the representations and warranties as to factual matters contained in, and made by the Company pursuant to, the Purchase Agreement and upon certificates and statements of government officials and of officers of the Company, including but not limited to a certificate of the Company to us (the "***Opinion Certificate***"). In addition, we have examined originals or copies of documents, corporate records and other writings that are listed in Exhibit A attached hereto (the "***Reviewed Agreements***") and have not conducted any other factual examination except as listed on Exhibit A. In such examination, we have assumed that the signatures on documents and instruments examined by us are authentic, that each is what it purports to be, and that all documents and instruments submitted to us as copies or facsimiles conform with the originals, which facts we have not independently verified.

In making our examination of documents (including the Transaction Documents) and rendering our opinions, we have further assumed that, except for the Company with respect to the Transaction Documents, (a) each party to such documents had the entity power and entity authority to enter

into and perform all of such party's obligations thereunder, (b) each party to such documents has duly authorized, executed and delivered such documents, and (c) each of such documents is enforceable against and binding upon the parties thereto. We have also assumed that (i) the representations and warranties of the Investors set forth in the Transaction Documents are accurate and complete, (ii) there is no fact or circumstance relating to you or your business that might prevent you from enforcing any of your rights provided for in the Transaction Documents, and (iii) there are no extrinsic agreements or understandings among the parties to the Transaction Documents or among the parties to the Reviewed Agreements expressly identified on Exhibit A hereto that would modify or interpret the terms of the Transaction Documents or Reviewed Agreements or the respective rights or obligations of the parties thereto.

Notwithstanding the examination described above, the expressions "to our knowledge", "known to us", "our actual knowledge" or words of similar import when used in this opinion letter, refer to the current actual knowledge of attorneys within the firm who have rendered legal services to the Company in connection with the Transaction Documents and means that, while such attorneys have not been informed by the Company that a matter stated is factually incorrect, we have made no independent factual investigation with respect to such matter. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Company or the rendering of the opinions set forth below.

Where statements in this opinion concerning the Company, or an effect on the Company, are qualified by the term "material" or "materially," those statements involve judgments and opinions as to the materiality or lack of materiality of any matter to the Company's business, assets, results of operations or financial condition that are entirely those of the Company and its officers.

We express no opinion as to matters governed by any laws other than the laws of the State of California, the Delaware General Corporation Law (the "***DGCL***") and the federal law of the United States of America, including the rules and regulations promulgated by governmental authorities thereunder, as such laws, rules and regulations exist on the date hereof (collectively, "***Applicable Laws***"). We express no opinion as to whether the laws of any particular jurisdiction apply, or to the extent that the laws of any jurisdiction other than those identified above are applicable to the Transaction Documents or the transactions contemplated thereby.

In rendering the opinion set forth in paragraph (1) (Qualification to Do Business) below as to the valid existence and good standing of the Company under the laws of the State of Delaware and as to its qualification to do business as a foreign corporation in good standing under the laws of the State of California, we have relied exclusively on certificates of public officials and the Opinion Certificate.

In rendering the opinion set forth in paragraph (2) (Authority and Power to Do Business) below concerning the Company's corporate power and corporate authority to conduct its business as it is presently conducted and as to the types of businesses the Company presently conducts, we have relied exclusively upon representations made to us in the Opinion Certificate.

We note that the parties to the Purchase Agreement have designated the laws of the State of Delaware as the laws governing the Purchase Agreement. Notwithstanding the designation therein of the laws of the State of Delaware, our opinion in paragraph (4) (Enforceability) below as to the validity, binding effect and enforceability of the Purchase Agreement is premised upon the results that would be obtained if a California court were to apply the internal laws of the State of California to contracts made between California residents present in California when the Purchase Agreement is entered into and, where applicable, the currently effective DGCL, without regard to laws regarding choice of law or conflict of laws.

In rendering the opinions set forth herein, although the aggregate number of shares of Common Stock issuable upon the exercise of all of the Warrants as of the date hereof is not determinable, we have assumed that, (i) the Company has a sufficient number of authorized and unissued shares of Common Stock currently available for the total number of shares of Common Stock exercisable as of the date hereof, (ii) as of each and every time any of the Warrants are exercised and/or converted after the date hereof, the Company will have a sufficient number of authorized and unissued shares of Common Stock available for issuance under the Restated Certificate to permit full exercise and/or conversion of each of the Warrants in accordance with its terms without the breach or violation of any other agreement, commitment or obligation of the Company and (iii) in the event that any of the Warrants are exercised and/or converted after the date hereof and the Company does not have a sufficient number of authorized and unissued shares of Common Stock available for issuance under the Restated Certificate, the Company will take all necessary corporate action to authorize a sufficient number of shares of Common Stock for exercise of such Warrants.

In rendering the opinion in paragraph (6) (No Violations) below relating to violations of Applicable Laws, and paragraph (7) (No Consents) below relating to consents, approvals, authorizations and filings under, or pursuant to, Applicable Laws, such opinions are limited to Applicable Laws that in our experience are typically applicable to transactions of the nature provided for in the Transaction Documents. Moreover, we render no opinion in such paragraphs, or in paragraph (4) (Enforceability), regarding the Company's compliance with applicable securities laws, including but not limited to laws regarding the registration or qualification of the offer and sale of securities, or the registration by the Company under any such securities laws, and no such opinion should be inferred from the language of those paragraphs. Any opinion rendered in connection with applicable securities laws is rendered solely and expressly in paragraphs (8) (Securities Law Compliance) and (10) (Not an Investment Company) below.

In rendering the opinion in paragraph (6) (No Violations) below regarding breach of, or default under, any Reviewed Agreements set forth in Exhibit A, we have not reviewed, and express no opinion on, (a) financial covenants or similar provisions requiring financial calculations or determinations to ascertain whether there is any breach or default nor (b) provisions relating to the occurrence of a "material adverse event" or words of similar import. We also do not express any opinion on parol evidence bearing on interpretation or construction of such Reviewed Agreements, or on any oral modifications to such Reviewed Agreements made by the parties thereto. Moreover, to the extent that any of the Reviewed Agreements are governed by the laws of any jurisdiction other than the State of California our opinion relating to those agreements is based solely upon the plain meaning of their language as though California law applied, without regard to interpretation or construction that might be indicated by the laws stated as governing those agreements.

In rendering the opinion expressed in paragraph (8) (Securities Law Compliance) below, we have assumed the accuracy of, and have relied upon, the Company's representations to us that the Company has made no offer to sell the Shares or the Warrants by means of any general solicitation or publication of any advertisement therefor, and we have assumed that the offer and sale of the Shares and the Warrants is not integrated with any future securities offering of the Company.

This opinion is qualified by, and we render no opinion with respect to, or as to the effect of, the following:

(a) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the relief of debtors or the rights and remedies of creditors generally, including without limitation the effect of statutory or other law regarding fraudulent transfers, preferential transfers and equitable subordination;

(b) general principles of equity, including but not limited to judicial decisions holding that certain provisions are unenforceable when their enforcement would violate the implied covenant of good faith and fair dealing, would be commercially unreasonable or involve undue delay, whether or not such principles or decisions have been codified by statute, or that result from the exercise of the court's discretion;

(c) Section 1670.5 of the California Civil Code or any other California or United States federal law or provision of the DGCL or equitable principle which provides that a court may refuse to enforce, or may limit the application of, a contract or any clause thereof that the court finds to have been unconscionable at the time it was made, unconscionable in performance or contrary to public policy;

(d) any provision purporting to (i) exclude conflict of law principles under any law or (ii) select certain courts as the venue, or establish a particular jurisdiction as the forum, for the adjudication of any controversy;

(e) judicial decisions, that may permit the introduction of extrinsic evidence to modify the terms or the interpretation of any agreement;

(f) the tax or accounting consequences of any transaction contemplated in connection with the sale of the Securities under applicable tax laws and regulations and under applicable accounting rules, regulations, releases, statements, interpretations or technical bulletins;

(g) applicable antifraud statutes, rules or regulations of United States federal or applicable state laws concerning the issuance or sale of securities, including, without limitation, (i) the accuracy and completeness of the information provided by the Company to the Investors in connection with the offer and sale of the Securities, and (ii) the accuracy or fairness of the past, present or future fair market value of any securities;

(h) the effect any breach of the fiduciary duties of the members of the Company's Board of Directors, officers or principal stockholders would have on the enforceability authorization and performance of any agreement;

(i) whether or not any Transaction Document, and the transactions provided for therein, were fair and reasonable to the Company at the time of their authorization by the Company's Board of Directors and stockholders within the meaning of Section 144 of the DGCL;

(j) any provisions stating that (i) rights or remedies are not exclusive, (ii) rights or remedies may be exercised without notice, (iii) every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy or (iv) the failure to exercise, or any delay in exercising, rights or remedies available under an agreement will not operate as a waiver of any such right or remedy;

(k) provisions stating that rights set forth in the agreement in which such provision appears may only be waived in writing if an implied agreement by trade practice or course of conduct has given rise to a waiver or that limit the effect of waivers by trade practice or course of conduct;

(l) any United States federal or other antitrust laws, statutes, rules or regulations, including without limitation the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or other laws relating to collusive or unfair trade practices or designed to promote competition in any jurisdiction;

(m) any provision purporting to (i) waive rights to trial by jury, service of process or objections to the laying of venue or forum in connection with any litigation arising out of or pertaining to the agreement in which such provision appears, (ii) change or waive the rules of evidence, make determinations conclusive or fix the method or quantum of proof or (iii) waive the statute of limitations;

(n) any choice of law clause, to the extent the provision to be governed by that law could be determined by the court (i) to be contrary to a public or fundamental policy of a state or country whose law would apply in the absence of a choice of law clause, and (ii) to involve an issue in which such state or country, or California State, has a materially greater interest in the determination of the particular issue than does the state whose law is chosen;

(o) any United States federal laws, statutes, rules or regulations, including without limitation the International Investment and Trade in Services Survey Act (Title 22 of the United States Code, Chapter 46, §§3101-3108), or other state or foreign investment laws, statutes, rules and regulations governing investments in the United States or in U.S. entities by persons that are not citizens of the United States; and

(p) indemnification and contribution provisions to the extent enforcement of such provisions is contrary to public policy, indemnify a party to a contract against such party’s actions taken in bad faith or that constitute a breach of fiduciary duties, or indemnify a party against liability for future conduct or the party’s own fraud or wrongful, reckless or negligent acts or omissions.

In accordance with Section 95 of the American Law Institute's Restatement (Third) of the Law Governing Lawyers (2000), this opinion letter is to be interpreted in accordance with

customary practices of lawyers rendering opinions to third parties in transactions of the type provided for in the Transaction Documents.

Based upon and subject to the foregoing, and except as set forth in the Purchase Agreement, as of immediately prior to the Closing we are of the following opinion.

(1) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company is qualified to do business as a foreign corporation in good standing under the laws of the State of California.

(2) The Company has all corporate power and corporate authority required to execute, deliver and perform its obligations under the Transaction Documents.

(3) All corporate action has been taken on the part of the Company's Board of Directors and stockholders that (a) is necessary for the execution and delivery of the Transaction Documents (other than the Voting Agreement as to which we render no opinion) by the Company, (b) must be taken by the Company to authorize the sale and issuance of the Securities on the date hereof, and (c) must be taken by the Company as of the date hereof to authorize performance by the Company of its obligations under the Transaction Documents.

(4) Each of the Transaction Documents has been duly executed by the Company and has been delivered by the Company to the Investors. Each of the Transaction Documents constitutes a valid and binding obligation of the Company, enforceable by you against the Company in accordance with its terms.

(5) The Shares to be issued to you under the Purchase Agreement, and the Warrant Shares are duly authorized, and when issued in compliance with the provisions of the Purchase Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares and Warrant Shares will not be subject to any preemptive rights, rights of first refusal or rights of first offer set forth in the Restated Certificate or Bylaws or any Reviewed Agreement set forth on Exhibit A (other than the Side Letter and the 2013 Securities Agreement, for which appropriate waivers have been obtained).

(6) The execution, delivery and performance of the Transaction Documents by the Company do not, as of the Closing, result in (a) a violation by the Company of the Restated Certificate or Bylaws, (b) a violation by the Company of any judgment or order of any court or governmental authority, (c) a violation by the Company of Applicable Law or (d) a material breach of, or a default under, any Reviewed Agreements set forth on Exhibit A.

(7) Other than those that previously may have been obtained or made, no consent, approval or authorization of, or filing with, any governmental authority pursuant to any Applicable Law is required to be made or obtained by the Company or any subsidiary of the Company in connection with the Company's (a) valid execution and delivery of the Transaction Documents, (b) performance of its obligations under the Purchase Agreement on the date hereof and (c) performance of its obligations under the other Transaction Documents as of the date hereof.

(8) Based in part upon the representations made by you in the Purchase Agreement, and subject to the filings of such securities law notices as may be required to be filed

to the Closing, the offer, sale and issuance of the Shares to be issued to you in conformity with the terms of the Purchase Agreement constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and exempt from the qualification requirements of Section 25110 of the California Corporate Securities Law of 1968, as amended.

(9) Based in part upon the representations made by you in the Purchase Agreement, and subject to the filings of such securities law notices as may be required to be filed subsequent to the Closing, the offer, sale and issuance of the Warrants and (assuming the Warrants were exercised on the date hereof) the issuance to you of the Warrant Shares, constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and exempt from the qualification requirements of Section 25110 of the California Corporate Securities Law of 1968, as amended.

(10) The Company is not and, after giving effect to the offering and sale of the Securities, will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

In addition to the foregoing opinions, based upon the foregoing and other than as set forth in the Purchase Agreement, we supplementally confirm the following to you as of immediately prior to the Closing.

Litigation Confirmation. To our knowledge, there is no action, suit, proceeding or investigation by or before any United States federal, California State or Delaware State court or governmental authority that is pending or threatened in writing against the Company and that questions the validity of the Transaction Documents or the right of the Company to enter into and perform its obligations under the Transaction Documents. Please note that we have not conducted a docket search in any jurisdiction with respect to any action, suit, proceeding or investigation that may be pending against the Company and we have not undertaken any search regarding any of its affiliates, officers or directors, nor, other than to request the Opinion Certificate from the Company, have we undertaken any further inquiry whatsoever in connection with the existence any such action, suit, proceeding or investigation.

[Remainder of Page Left Intentionally Blank]

This opinion is rendered as of the date first written above solely for your benefit in connection with the sale and issuance of the Securities pursuant to the Purchase Agreement and may not be relied on by, nor may any copy be delivered to, any other person or entity without our prior written consent. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters. This opinion is rendered on, and speaks only as of, the date of this letter first written above, is based solely on our understanding of facts in existence as of such date and does not address any potential changes in facts, circumstance or law that may occur after the date of this opinion letter. We assume no obligation to inform you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein.

Very truly yours,

FENWICK & WEST LLP

By: _____

Daniel Winnike, a Partner

Exhibit A

Reviewed Agreements

1) The Purchase Agreement, the Rights Agreement, and the Letter Agreement dated February 23, 2012, as amended (the " ***Side Letter***") by and among the Company and Naxyris S.A., Sualk Capital Ltd, Maxwell (Mauritius) Pte Ltd and Biolding Investment SA.

2) A copy of the Company's Restated Certificate of Incorporation, filed with the Delaware Secretary of State on September 30, 2010, and certified by the Delaware Secretary of State on September 30, 2010, as amended by that certain Certificate of Amendment of the Restated Certificate of Incorporation filed with the Delaware Secretary of State on May 9, 2013 and certified by the Delaware Secretary of State on May 9, 2013 and that certain Certificate of Amendment of the above-described Restated Certificate of Incorporation, dated May 12, 2014 and certified by the Delaware Secretary of State on May 12, 2014 (such Restated Certificate of Incorporation of the Company, as so amended, the "***Restated Certificate***") (the "***Restated Certificate***").

3) A copy of the Company's Amended and Restated Bylaws certified by the Company's Secretary on July 29, 2015 (the "***Bylaws***").

4) The Certificate of Incorporation of the Company filed with the Secretary of State of the State of California upon the Company's incorporation, the Certificate of Merger and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware upon the Company's re-incorporation in Delaware, the California and Delaware bylaws of the Company initially adopted by the Company and minutes of meetings and actions by written consent of the Company's incorporator(s), shareholders and Board of Directors that are contained in the Company's minute books.

5) Factual representations and warranties made to us by the Company, including those contained in an Opinion Certificate addressed to us and dated of even date herewith executed by the Company (the "***Opinion Certificate***").

6) A Certificate of Good Standing regarding the Company issued by the Secretary of State of the Delaware, dated July 27, 2015, indicating that the Company is qualified to do business, as a domestic corporation in that state (together with the letter referred to in item (7) below and the certificate referred to in item (8) below, the "***Certificate of Good Standing***").

7) A letter from the California Franchise Tax Board dated July 27, 2015to the effect that the Company is in good standing with respect to its California franchise tax filings and has no known unpaid franchise tax liability.

8) A Certificate of Good Standing from the Secretary of State of the State of California, indicating that the Company is in good standing and is qualified to do business as a foreign corporation therein.

9) A copy of the Series D Preferred Stock Purchase Agreement dated June 21, 2010.

10) A copy of the Amended and Restated Investors' Rights Agreement dated June 21, 2010, as amended by Amendment No. 1 thereto dated February 23, 2012, Amendment No. 2

thereto dated as of December 24, 2012, Amendment No. 3 thereto dated as of March 27, 2013, Amendment No. 4 thereto dated as of October 16, 2013 and Amendment No. 5 thereto dated December 24, 2013.

11) A copy of the Stock Purchase Agreement dated February 22, 2012 by and between the Company and the Purchasers listed on the signature pages thereto.

12) A copy of the Securities Purchase Agreement dated February 24, 2012 by and between the Company and the Purchasers listed on the signature pages thereto, the Senior Unsecured Convertible Notes issued thereunder and the Registration Rights Agreement by and between the Company and Purchasers listed on the signature pages thereto, dated February 27, 2012.

13) Copies of those Common Stock Purchase Agreements dated May 18, 2012 by and between the Company and certain Company stockholders.

14) Securities Purchase Agreement dated July 30, 2012 by and between the Company and Total Energies Nouvelles Activités USA, the Senior Unsecured Convertible Notes issued thereunder and the Registration Rights Agreement by and between the Company and Total Energies Nouvelles Activités USA dated July 30, 2012.

15) A copy of the Securities Purchase Agreement dated March 27, 2013 by and among the Company and purchasers listed on the signature pages thereto.

16) A copy of the Securities Purchase Agreement dated August 8, 2013, as amended by Amendment No. 1 to Securities Purchase Agreement dated as of October 16, 2013 by and among the Company and purchasers listed on the signature pages thereto and by Amendment No. 2 to Securities Purchase Agreement dated December 23, 2013 by and among the Company and purchasers listed on the signature pages thereto (as amended, the "***2013 Securities Agreement***"); and the Warrant to purchase shares of Common Stock of the Company issued pursuant thereto.

17) A copy of the Loan and Security Agreement dated as of March 29, 2014, by and among the Company and purchasers listed on the signature pages thereto (the "***Loan and Security Agreement***").

Exhibit F

VOTING AGREEMENT

Exhibit 4.46

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of July 26, 2015, by and between Amyris, Inc., a Delaware corporation (the "Company"), and the individuals or entities listed on Schedule I hereto (each, an "Investor," and collectively, the "Investors").

Background

A The Company has from time to time issued to each of the Investors one or more series of notes ("Outstanding Convertible Notes") that are convertible into shares of the Company's common stock, par value $0.0001 per share ("Common Stock"), pursuant to one or more separate purchase agreements between the Company and the Investors;

B. To help facilitate the Company's plan to reduce its outstanding debt and recapitalize its capital structure so that the Company can raise additional equity financing and to strengthen its balance sheet, the Company has requested that the Investors agree to cancel, convert or exchange ("Exchange") their respective specified Outstanding Convertible Notes for the Securities (as defined below) pursuant to this Agreement, and that certain of the Investors further agree that with respect to their Outstanding Convertible Notes not tendered for Exchange, that they forego their right to receive cash upon maturity and to instead convert their Outstanding Convertible Notes, provided no event of default has by then occurred under the Outstanding Convertible Notes, all pursuant to the terms and conditions of this Agreement and the other agreements contemplated hereby.

C. The Company and each Investor are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D ("Regulation D") as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act.

D. Each Investor, severally and not jointly, wishes to Exchange, and the Company wishes to issue and sell, upon the terms and conditions stated in this Agreement, (i) that aggregate number of shares of the Common Stock set forth opposite such Investor's name on the Schedule of Investors on Schedule I (which aggregate amount for all Investors together shall be 61,295,415 shares of Common Stock and shall collectively be referred to herein as the "Shares") and (ii) warrants, in substantially the forms attached hereto as Exhibits D-1 and D-2 and Exhibits E-1, E-2 and E-3 (collectively, the "Warrants"), to acquire up to that number of additional shares of Common Stock as determined pursuant to Article 6 of this Agreement and set forth on the Schedule of Investors on Schedule I (with the shares of any Common Stock issuable upon exercise of or otherwise pursuant to the Warrants, collectively, the "Warrant Shares").

E. The Shares, the Warrants and the Warrant Shares issued pursuant to this Agreement are collectively referred to herein as the "Securities."

Agreement

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this

Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Investors agree as follows:

ARTICLE 1
ISSUANCE OF SECURITIES

Each Investor will purchase from the Company (i) the number of Shares set forth next to such Investor's name on Schedule I at a price of U.S. $2.30 per Share (the "Share Price") and (ii) the Warrants in exchange, for the aggregate principal amount of Outstanding Convertible Notes set forth next to such Investor's name on Schedule I. The total purchase price payable by each Investor for the Shares and the Warrants that such Investor is hereby agreeing to purchase is set forth next to such Investor's name on Schedule I-A and I-B hereto (as applicable, the "Total Purchase Price"). The sale and purchase of the Shares and the Warrants to each Investor shall constitute a separate sale and purchase hereunder and the Exchange of Outstanding Convertible Notes by each Investor shall constitute a separate Exchange hereunder.

ARTICLE 2
CLOSING; DELIVERY

2.1 Initial Closing. The initial closing ("Initial Closing") of the transactions contemplated hereby shall be held at the offices of Fenwick & West LLP, 801 California Street, Mountain View, California 94041 within one business day following the date on which the last of the conditions set forth in Articles 6 and 7 (other than the conditions described in Section 6(p)) have been satisfied or waived in accordance with this Agreement but in no event later than July 31, 2015 (such date, the "Initial Closing Date"), or at such other time and place as the Company and the Investors mutually agree upon.

2.2 Initial Delivery. At the Initial Closing, the Company shall execute and deliver to the Investors this Agreement, the Amendment No. 6 to Amended and Restated Investors' Rights Agreement in the form attached hereto as Exhibit A (the "Rights Agreement Amendment"), the Warrants and the other documents referenced in Article 6. At the Initial Closing, each Investor shall pay the Company the applicable Total Purchase Price by Exchange of the aggregate principal amount of the Outstanding Convertible Notes as set forth next to such Investor's name on Schedule I-A hereto. At the Initial Closing, the Company shall deliver to each Investor (1) a single stock certificate representing the number of Shares purchased by such Investor at the Initial Closing, as set forth next to such Investor's name on Schedule I-A hereto, such stock certificate to be registered in the name of such Investor, or in such nominee's or nominees' name(s) as designated by such Investor in writing in the form of the Investor Suitability Questionnaire of the Investor attached hereto as Exhibit B (each the "Investor Suitability Questionnaire"), and (2) to the extent required by Article 6, (a) a single Warrant certificate representing the Total Equity Funding Warrant (as defined in Article 6) purchased by such Investor, (b) a single Warrant certificate representing the Total R&D Warrant (as defined in Article 6) purchased by such Investor, (c) a single Warrant certificate representing the Temasek 2015 Warrant (as defined in Article 6) purchased by such Investor, (d) a single Warrant certificate representing the Temasek Funding Warrant (as defined in Article 6) purchased by such Investor and (e) a single Warrant certificate representing the Temasek R&D Warrant (as defined in Article 6) purchased by such Investor, in each case as determined as set forth in

Article 6 of this Agreement, each such Warrant certificate to be registered in the name of such Investor or such nominee's or nominees' name(s) as designated by such Investor in writing in the form of the Investor Suitability Questionnaire, against payment of the purchase price therefor by the Exchange of the aggregate principle amount of the Outstanding Convertible Notes by such applicable Investor. Each Investor agrees that each such Outstanding Convertible Note or Notes held by such Investor and set forth next to such Investor's name on Schedule I-A is cancelled as of the Initial Closing and all principal and interest outstanding thereunder shall be Exchanged as reflected on Schedule I-A as of the Initial Closing Date; provided that to the extent only a portion of the principal and interest outstanding thereunder shall be Exchanged as reflected on Schedule I-A as of the Initial Closing Date, then the Company shall issue a new convertible promissory note to such Investor reflecting the remaining principal and interest outstanding under such Outstanding Convertible Note or Notes after giving effect to the Exchange contemplated hereby.

2.3. Second Closing. The second closing (the "Second Closing" and together with the Initial Closing, each a "Closing") of the transactions contemplated hereby shall be held at the offices of Fenwick & West LLP, 801 California Street, Mountain View, California 94041 within one business day following the date on which the last of the conditions set forth in Articles 6 and 7 (including the conditions described in Section 6(p)) have been satisfied or waived in accordance with this Agreement (such date, the "Second Closing Date" and together with the Initial Closing Date, each a "Closing Date"), or at such other time and place as the Company and the Investors mutually agree upon. At the Second Closing, each Investor shall pay the Company the applicable Total Purchase Price by Exchange of the aggregate principle amount of the Outstanding Convertible Notes as set forth next to such Investor's name on Schedule I-B hereto. At the Second Closing, the Company shall deliver to each Investor a single stock certificate representing the number of Shares purchased by such Investor at the Second Closing, as set forth next to such Investor's name on Schedule I-B hereto, such stock certificate to be registered in the name of such Investor, or in such nominee's or nominees' name(s) as designated by such Investor in writing in the Investor Suitability Questionnaire, against payment of the purchase price therefor by the Exchange of the aggregate principle amount of the Outstanding Convertible Notes being Exchanged by such applicable Investor at the Second Closing. Each Investor agrees that each such Outstanding Convertible Note or Notes held by such Investor and set forth next to such Investor's name on Schedule I-B is cancelled as of the Second Closing and all principal and interest outstanding thereunder shall be Exchanged as reflected on Schedule I-B as of the Second Closing Date; provided that to the extent only a portion of the principal and interest outstanding thereunder shall be converted or exchanged as reflected on Schedule I-B as of the Second Closing Date, then the Company shall issue a new convertible promissory note to such Investor reflecting the remaining principal and interest outstanding under such Outstanding Convertible Note or Notes after giving effect to the Exchange contemplated hereby.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents, warrants and covenants to each Investor, except as set forth in the disclosure letter supplied by the Company to the Investors dated as of the date hereof (the "Disclosure Letter"), which exceptions shall be deemed to be part of the representations and warranties made hereunder as provided therein, as follows:

3.1 Organization and Standing. The Company and each of its subsidiaries is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its organization. Each of the Company and its subsidiaries has all requisite power and authority to own and operate its respective properties and assets and to carry on its respective business as presently conducted and as proposed to be conducted. The Company and each of its subsidiaries is qualified to do business as a foreign entity in every jurisdiction in which the failure to be so qualified would have, or would reasonably be expected to have, a material adverse effect, individually or in the aggregate, upon the business, properties, tangible and intangible assets, liabilities, operations, prospects, financial condition or results of operation of the Company and its subsidiaries or the ability of the Company or any of its subsidiaries to perform their respective obligations under the Transaction Agreements (as defined below) (a "Material Adverse Effect").

3.2 Subsidiaries. As used in this Agreement, references to any "subsidiary" of a specified Person shall refer to an Affiliate controlled by such Person directly, or indirectly through one or more intermediaries, as such terms are used in and construed under Rule 405 under the Securities Act (which, for the avoidance of doubt, shall include the Company's controlled joint ventures, including shared-controlled joint ventures). The Company's subsidiaries, as of the date hereof, are listed on Exhibit 21.01 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and, except as Previously Disclosed (as defined in Section 3.11) are the only subsidiaries, direct or indirect, of the Company as of the date hereof. All the issued and outstanding shares of each subsidiary's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities, and, except as Previously Disclosed, are owned by the Company or a Company subsidiary free and clear of all liens, encumbrances and equities and claims. As used herein, "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and an "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person.

3.3 Power. The Company has all requisite power to execute and deliver this Agreement, to sell and issue the Securities hereunder, and to carry out and perform its obligations under the terms of this Agreement, the Warrants, the Voting Agreements (as defined herein), the Rights Agreement Amendment and any ancillary agreements and instruments to be entered into by the Company hereunder (together, the "Transaction Agreements").

3.4. Authorization. The execution, delivery, and performance of the Transaction Agreements by the Company has been duly authorized by all requisite action on the part of the

Company and its officers, directors and stockholders, and this Agreement constitutes, and the other Transaction Agreements will constitute, legal, valid, and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies (together, the "Enforceability Exceptions").

3.5. Consents and Approvals. Except for any Current Report on Form 8-K or Notice of Exempt Offering of Securities on Form D to be filed by the Company in connection with the transactions contemplated hereby, the Company is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by the Transaction Agreements. Assuming the accuracy of the representations of each Investor in the Investor Suitability Questionnaire of such Investor, as applicable, no consent, approval, authorization or other order of, or registration, qualification or filing with, any court, regulatory body, administrative agency, self-regulatory organization, stock exchange or market (including The NASDAQ Stock Market ("The NASDAQ Stock Market")), or other governmental body is required for the execution and delivery of these Transaction Agreements, the valid issuance, sale and delivery of the Securities to be sold pursuant to this Agreement other than such as have been made or obtained, or for any securities filings required to be made under federal or state securities laws applicable to the offering of the Securities.

3.6. Non-Contravention. The execution and delivery of the Transaction Agreements, the issuance, sale and delivery of the Securities to be sold by the Company under this Agreement, the performance by the Company of its obligations under the Transaction Agreements and/or the consummation of the transactions contemplated thereby will not (a) conflict with, result in the breach or violation of, or constitute (with or without the giving of notice or the passage of time or both) a violation of, or default under, (i) any bond, debenture, note or other evidence of indebtedness, or under any lease, license, franchise, permit, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which the Company or any subsidiary is a party or by which it or its properties may be bound or affected, (ii) the Company's Restated Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of Incorporation"), the Company's Bylaws, as amended and as in effect on the date hereof (the "Bylaws"), or the equivalent document with respect to any subsidiary, as amended and as in effect on the date hereof, or (iii) any statute or law, judgment, decree, rule, regulation, ordinance or order of any court or governmental or regulatory body (including The NASDAQ Stock Market), governmental agency, arbitration panel or authority applicable to the Company, any of its subsidiaries or their respective properties, except in the case of clauses (i) and (iii) for such conflicts, breaches, violations or defaults that would not be likely to have, individually or in the aggregate, a Material Adverse Effect, or (b) result in the creation or imposition of any lien, encumbrance, claim, security interest or restriction whatsoever upon any of the material properties or assets of the Company or any of its subsidiaries or an acceleration of indebtedness pursuant to any obligation, agreement or condition contained in any material bond, debenture, note or any other evidence of indebtedness or any material indenture, mortgage, deed of trust or any other agreement or instrument to which the Company or any if its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which

any of the property or assets of the Company is subject. For purposes of this Section 3.6, the term "material" shall apply to agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound involving obligations (contingent or otherwise) of, or payments to, the Company in excess of $100,000 in a consecutive 12-month period.

3.7. Shares. The Shares are duly authorized and when issued pursuant to the terms of this Agreement will be validly issued, fully paid, and nonassessable, and will be free of any liens or encumbrances with respect to the issuance thereof; provided, however, that the Shares shall be subject to restrictions on transfer under state or federal securities laws as set forth in this Agreement, or as otherwise may be required under state or federal securities laws as set forth in this Agreement at the time a transfer is proposed. Except as set forth on Section 3.7 of the Disclosure Letter, the issuance and delivery of the Shares is not subject to preemptive, co-sale, right of first refusal or any other similar rights of the stockholders of the Company or any other Person, or any liens or encumbrances or result in the triggering of any anti-dilution or other similar rights under any outstanding securities of the Company.

3.8. Authorization of the Warrants. The Warrants have been duly authorized by the Company and, when duly executed and delivered by the Company, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

3.9. Authorization of the Warrant Shares. The Warrant Shares issuable upon exercise of the Warrants have been duly authorized and reserved for issuance upon exercise by all necessary corporate action and such shares, when issued upon such exercise in accordance of the terms of the Warrants, will be validly issued and will be fully paid and non-assessable, and will be free of any liens or encumbrances with respect to the issuance thereof; provided, however, that the Warrant Shares shall be subject to restrictions on transfer under state or federal securities laws as set forth in this Agreement, or as otherwise may be required under state or federal securities laws as set forth in this Agreement at the time a transfer is proposed. Except as set forth on Section 3.7 of the Disclosure Letter, the issuance and delivery of the Warrant Shares is not subject to preemptive, co-sale, right of first refusal or any other similar rights of the stockholders of the Company or any other Person, or any liens or encumbrances or result in the triggering of any anti-dilution or other similar rights under any outstanding securities of the Company.

3.10. No Registration. Assuming the accuracy of each of the representations and warranties of each Investor herein and in the Investor Suitability Questionnaire, the issuance by the Company of the Securities is exempt from registration under the Securities Act.

3.11. Reporting Status. The Company is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, except as set forth in Section 3.11 of the Disclosure Letter, has, in a timely manner, filed all documents and reports that the Company was required to file pursuant to Section I.A.3.b of the General Instructions to Form S-3 promulgated under the Securities Act in order for the Company to be eligible to use Form S-3 for the two years preceding the Initial Closing Date or such shorter time period as the Company has been subject to such reporting requirements (the foregoing materials, together with

any materials filed by the Company under the Exchange Act, whether or not required, collectively, the "SEC Documents"). The SEC Documents complied as to form in all material respects with requirements of the Securities Act and Exchange Act and the rules and regulations of the SEC promulgated thereunder (collectively, the "SEC Rules"), and none of the SEC Documents and the information contained therein, as of their respective filing dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As used in this Agreement, "Previously Disclosed" means information set forth in or incorporated by reference into the SEC Documents filed with the SEC on or after March 31, 2015 but prior to the date hereof (except for risks and forward-looking information set forth in the "Risk Factors" section of the applicable SEC Documents or in any forward-looking statement disclaimers or similar statements that are similarly non-specific and are predictive or forward-looking in nature).

3.12. Contracts. Each indenture, contract, lease, mortgage, deed of trust, note agreement, loan or other agreement or instrument of a character that is required to be described or summarized in the SEC Documents or to be filed as an exhibit to the SEC Documents under the SEC Rules (collectively, the "Material Contracts") is so described, summarized or filed. The Material Contracts to which the Company or its subsidiaries are a party have been duly and validly authorized, executed and delivered by the Company and constitute the legal, valid and binding agreements of the Company or its subsidiaries, as applicable, enforceable by and against the Company or its subsidiaries, as applicable, in accordance with their respective terms, subject to the Enforceability Exceptions.

3.13. Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (a) 300,000,000 shares of Common Stock, $0.0001 par value per share, 80,191,143 shares of which are issued and outstanding as of July 22, 2015, and (b) 5,000,000 shares of Preferred Stock, $0.0001 par value per share, of which no shares are issued and outstanding as of the date hereof. All subscriptions, warrants, options, convertible securities, and other rights (contingent or other) to purchase or otherwise acquire equity securities of the Company issued and outstanding as of the date hereof, or material contracts, commitments, understandings, or arrangements by which the Company or any of its subsidiaries is or may be obligated to issue shares of capital stock, or securities or rights convertible or exchangeable for shares of capital stock, are as set forth in the SEC Documents. The issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. Except as Previously Disclosed, no holder of the Company's capital stock is entitled to preemptive or similar rights. There are no bonds, debentures, notes or other indebtedness having general voting rights (or convertible into securities having such rights) of the Company issued and outstanding. Except as Previously Disclosed, there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of their securities under the Securities Act. The Company has made available to the Investors, a true, correct and complete copy of the Company's Certificate of Incorporation and Bylaws.

3.14. Legal Proceedings. Except as Previously Disclosed, there is no action, suit or proceeding before any court, governmental agency or body, domestic or foreign, now pending or, to the knowledge of the Company, threatened against the Company or its subsidiaries wherein an unfavorable decision, ruling or finding would reasonably be expected to, individually or in the aggregate, (i) materially adversely affect the validity or enforceability of, or the authority or ability of the Company to perform its obligations under, this Agreement or (ii) have a Material Adverse Effect. The Company is not a party to or subject to the provisions of any injunction, judgment, decree or order of any court, regulatory body, administrative agency or other governmental agency or body that might have, individually or in the aggregate, a Material Adverse Effect.

3.15. No Violations. Neither the Company nor any of its subsidiaries is in violation of its respective certificate of incorporation, bylaws or other organizational documents, or to its knowledge, is in violation of any statute or law, judgment, decree, rule, regulation, ordinance or order of any court or governmental or regulatory body (including The NASDAQ Stock Market), governmental agency, arbitration panel or authority applicable to the Company or any of its subsidiaries, which violation, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect. Neither the Company nor any of its subsidiaries is in default (and there exists no condition which, with or without the passage of time or giving of notice or both, would constitute a default) in the performance of any bond, debenture, note or any other evidence of indebtedness in any indenture, mortgage, deed of trust or any other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or by which the properties of the Company are bound, which would be reasonably likely to have a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company and the Company is not an "ineligible issuer" pursuant to Rules 164, 405 and 433 under the Securities Act. The Company has not received any comment letter from the SEC relating to any SEC Documents which has not been finally resolved. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

3.16. Governmental Permits; FDA Matters.

(a) Permits. The Company and its subsidiaries possess all necessary franchises, licenses, certificates and other authorizations from any foreign, federal, state or local government or governmental agency, department or body that are currently necessary for the operation of their respective businesses as currently conducted, except where such failure to possess would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such permit which, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) EPA and FDA Matters. As to each of the manufacturing processes, intermediate products and research or commercial products of the Company and each of its subsidiaries, including, without limitation, products or compounds currently under research

and/or development by the Company, subject to the jurisdiction of the United States Environmental Protection Agency ("EPA") under the Toxic Substances Control Act and regulations thereunder ("TSCA") or the Food and Drug Administration ("FDA") under the Federal Food, Drug and Cosmetic Act and the regulations thereunder ("FDCA") (each such product, a "Life Science Product"), such Life Science Product is being researched, developed, manufactured, tested, distributed and/or marketed in compliance in all material respects with all applicable requirements under the FDCA and TSCA and similar laws and regulations applicable to such Life Science Product, including those relating to investigational use, premarket approval, good manufacturing practices, labeling, advertising, record keeping, filing of reports and security. The Company has not received any notice or other communication from the FDA, EPA or any other federal, state or foreign governmental entity (i) contesting the premarket approval of, the uses of or the labeling and promotion of any Life Science Product or (ii) otherwise alleging any violation by the Company of any law, regulation or other legal provision applicable to a Life Science Product. Neither the Company, nor any officer, employee or agent of the Company has made an untrue statement of a material fact or fraudulent statement to the FDA or other federal, state or foreign governmental entity performing similar or equivalent functions or failed to disclose a material fact required to be disclosed to the FDA or such other federal, state or foreign governmental entity.

3.17. Listing Compliance. The Company is in compliance with the requirements of The NASDAQ Stock Market LLC for continued listing of the Common Stock thereon and has no knowledge of any facts or circumstances that could reasonably lead to delisting of its Common Stock from The NASDAQ Stock Market. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or the listing of the Common Stock on The NASDAQ Stock Market, nor has the Company received any notification that the SEC or The NASDAQ Stock Market is contemplating terminating such registration or listing. The transactions contemplated by the Transaction Agreements will not contravene the rules and regulations of The NASDAQ Stock Market. The Company will comply with all requirements of The NASDAQ Stock Market with respect to the issuance of the Securities, including the filing of any listing notice with respect to the issuance of the Securities, other than obtaining stockholder approval for the exercise of the Warrants as contemplated by Section 7.7.

3.18 Intellectual Property.

(a) Except as set forth in Section 3.18 of the Disclosure Letter, Company and/or its subsidiaries owns or possesses, free and clear of all encumbrances, all legal rights to all intellectual property and industrial property rights and rights in confidential information, including all (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisional, reissues, re-examinations, substitutions and extensions thereof, (ii) trademarks, trademark rights, service marks, service mark rights, corporate names, trade names, trade name rights, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by and of the foregoing, (iii) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and other methodologies, (iv) copyrights, (v) computer programs (whether in object code, subject code or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all related documentation,

(vi) licenses to any of the foregoing, and (vii) all applications and registrations of the foregoing, and (viii) all other similar proprietary rights (collectively, "Intellectual Property") used or held for use in, or necessary for the conduct of their businesses as now conducted and as proposed to be conducted, and neither the Company nor any of its subsidiaries (A) has received any communications alleging that either the Company or any of its subsidiaries has violated, infringed or misappropriated or, by conducting their businesses as now conducted and as proposed to be conducted, would violate, infringe or misappropriate any of the Intellectual Property of any other Person, (B) knows of any basis for any claim that the Company or any of its subsidiaries has violated, infringed or misappropriated, or, by conducting their businesses as now conducted and as proposed to be conducted, would violate, infringe or misappropriate any of the Intellectual Property of any other Person, and (C) knows of any third-party infringement, misappropriation or violation of any Company or any Company subsidiary's Intellectual Property. The Company has taken and takes reasonable security measures to protect the secrecy, confidentiality and value of its Intellectual Property, including requiring all Persons with access thereto to enter into appropriate non-disclosure agreements. To the knowledge of the Company, there has not been any disclosure of any material trade secret of the Company or a Company subsidiary (including any such information of any other Person disclosed in confidence to the Company) to any other Person in a manner that has resulted or is likely to result in the loss of trade secret in and to such information. Except as Previously Disclosed, and except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no outstanding options, licenses or agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company's or its subsidiaries' Intellectual Property, nor is the Company or its subsidiaries bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other Person.

(b) To the Company's knowledge, none of the employees of the Company or its subsidiaries are obligated under any contract (including, without limitation, licenses, covenants or commitments of any nature or contracts entered into with prior employers), or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Company or its subsidiaries or would conflict with their businesses as now conducted and as proposed to be conducted. Neither the execution nor delivery of the Transaction Agreements will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, covenant or instrument under which the Company or its subsidiaries or any of the employees of the Company or its subsidiaries is now obligated, and neither the Company nor its subsidiaries will need to use any inventions that any of its employees, or Persons it currently intends to employ, have made prior to their employment with the Company or its subsidiaries, except for inventions that have been assigned or licensed to the Company or its subsidiaries as of the date hereof. Each current and former employee or contractor of the Company or its subsidiaries that has developed any Intellectual Property owned or purported to be owned by the Company or its subsidiaries has executed and delivered to the Company a valid and enforceable Invention Assignment and Confidentiality Agreement that (i) assigns to the Company or such subsidiaries all right, title and interest in and to any Intellectual Property rights arising from or developed or delivered to the Company or such subsidiaries in connection with such Person's work for or on behalf of the Company or such subsidiaries, and (ii) provides reasonable protection for the trade secrets, know-how and other confidential information (1) of the Company or such subsidiaries and (2) of any third party that has disclosed same to the Company

or such subsidiaries. To the knowledge of the Company, no current or former employee, officer, consultant or contractor is in default or breach of any term of any employment, consulting or contractor agreement, non-disclosure agreement, assignment agreement, or similar agreement. Except as Previously Disclosed, to the knowledge of the Company, no present or former employee, officer, consultant or contractor of the Company has any ownership, license or other right, title or interest, directly or indirectly, in whole or in part, in any Intellectual Property that is owned or purported to be owned, in whole or part, by the Company or its subsidiaries.

3.19. Financial Statements. The consolidated financial statements of the Company and its subsidiaries and the related notes thereto included in the SEC Documents (the "Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and present fairly, in all material respects, the financial position of the Company and its subsidiaries as of the dates indicated and the results of its operations and cash flows for the periods therein specified subject, in the case of unaudited statements, to normal year-end audit adjustments. Except as set forth in such Financial Statements (or the notes thereto), such Financial Statements (including the related notes) have been prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods therein specified ("GAAP"). Except as set forth in the Financial Statements, neither the Company nor its subsidiaries has any material liabilities other than liabilities and obligations that have arisen in the ordinary course of business and which would not be required to be reflected in financial statements prepared in accordance with GAAP.

3.20. Accountants. PricewaterhouseCoopers LLP, which has expressed its opinion with respect to the consolidated financial statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, are registered independent public accountants as required by the Exchange Act and the rules and regulations promulgated thereunder (and by the rules of the Public Company Accounting Oversight Board).

3.21. Internal Accounting Controls. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Exchange Act) that are effective and designed to ensure that (i) information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified by the SEC Rules, and (ii) such information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure. The Company is otherwise in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated thereunder.

3.22. Off-Balance Sheet Arrangements. There is no transaction, arrangement or other relationship between the Company or its subsidiaries and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its Exchange Act filings and is not so disclosed or that otherwise would be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. There are no such transactions, arrangements or other relationships with the Company that may create contingencies or liabilities that are not otherwise disclosed by the Company in its Exchange Act filings.

3.23. No Material Adverse Change; Solvency. (a) Except as set forth in the SEC Documents in each case, filed or made through and including the date hereof, since March 31, 2015:

(i) there has not been any event, occurrence or development that, individually or in the aggregate, has had or that could reasonably be expected to result in a Material Adverse Effect,

(ii) the Company has not incurred any liabilities (contingent or otherwise) other than (1) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (2) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or not required to be disclosed in filings made with the SEC,

(iii) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock other than routine withholding in accordance with the Company's existing stock-based plan,

(iv) the Company has not altered its method of accounting or the identity of its auditors, except as Previously Disclosed,

(v) the Company has not issued any equity securities except pursuant to the Company's existing stock based plans or as otherwise Previously Disclosed; and

(vi) there has not been any loss or damage (whether or not insured) to the physical property of the Company or any of its subsidiaries.

(b) The Company is not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Initial Closing, will not be Insolvent (as defined below). For purposes of this Section, "Insolvent" means, with respect to any Person, (i) the present fair saleable value of such Person's assets is less than the amount required to pay such Person's total indebtedness, (ii) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) such Person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is currently proposed to be conducted. As of the Initial Closing, the Company's existing cash and cash equivalents, cash from operations, cash from borrowing facilities and cash available from capital

market transactions will be sufficient to meet the Company's planned working capital and capital expenditure requirements for at least 6 months from the Initial Closing Date.

(c) The Company has not incurred any obligation or liability (contingent or otherwise) under this Agreement, or any of the documents or instruments contemplated hereby, with actual intent to hinder, delay or defraud either present or future creditors of the Company or any of its subsidiaries.

3.24. No Manipulation of Stock. Neither the Company nor any of its subsidiaries, nor to the Company's knowledge, any of their respective officers, directors, employees, Affiliates or controlling Persons has taken and will not, in violation of applicable law, take, any action designed to or that might reasonably be expected to, directly or indirectly, cause or result in stabilization or manipulation of the price of the Common Stock.

3.25. Insurance. The Company and its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and its subsidiaries are engaged. The Company and its subsidiaries will continue to maintain such insurance or substantially similar insurance, which covers the same risks at the same levels as the existing insurance with insurers which guarantee the same financial responsibility as the current insurers, and neither the Company nor any subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

3.26. Properties. Except as Previously Disclosed, the Company and its subsidiaries have good and marketable title to all the properties and assets (both tangible and intangible) described as owned by them in the consolidated financial statements included in the SEC Documents, free and clear of all liens, mortgages, pledges, or encumbrances of any kind except (i) those, if any, reflected in such consolidated financial statements (including the notes thereto), or (ii) those that are not material in amount and do not adversely affect the use made and proposed to be made of such property by the Company or its subsidiaries. The Company and each of its subsidiaries hold their leased properties under valid and binding leases. The Company and each of its subsidiaries own or lease all such properties as are necessary to its operations as now conducted.

3.27. Tax Matters. The Company and its subsidiaries have filed all Tax Returns, and these Tax Returns are true, correct, and complete in all material respects. The Company and each subsidiary (i) have paid all Taxes that are due from the Company or such subsidiary for the periods covered by the Tax Returns or (ii) have duly and fully provided reserves adequate to pay all Taxes in accordance with GAAP. No agreement as to indemnification for, contribution to, or payment of Taxes exists between the Company or any subsidiary, on the one hand, and any other Person, on the other, including pursuant to any Tax sharing agreement, lease agreement, purchase or sale agreement, partnership agreement or any other agreement not entered into in the ordinary course of business. Neither the Company nor any of its subsidiaries has any liability for Taxes of any Person (other than the Company or any of its subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of any state, local or foreign law), or as a transferee or successor, by contract or otherwise. Since the date of the Company's most recent

Financial Statements, the Company has not incurred any liability for Taxes other than in the ordinary course of business consistent with past practice. Neither the Company nor its subsidiaries has been advised (a) that any of its Tax Returns have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment to its Taxes. Neither the Company nor any of its subsidiaries has knowledge of any Tax liability to be imposed upon its properties or assets as of the date of this Agreement that is not adequately provided for. The Company has not distributed stock of another corporation, or has had its stock distributed by another corporation, in a transaction that was governed, or purported or intended to be governed, in whole or in part, by Section 355 of the Internal Revenue Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Internal Revenue Code) in conjunction with the purchase of the Shares. "Tax" or "Taxes" means any foreign, federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall, profits, environmental, customs, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum or other similar tax, governmental fee, governmental assessment or governmental charge, including any interest, penalties or additions to Taxes or additional amounts with respect to the foregoing. "Tax Returns" means all returns, reports, or statements required to be filed with respect to any Tax (including any elections, notifications, declarations, schedules or attachments thereto, and any amendment thereof) including any information return, claim for refund, amended return or declaration of estimated Tax.

3.28. Investment Company Status. The Company is not, and immediately after receipt of payment for the Shares will not be, an "investment company," an "affiliated person" of, "promoter" for or "principal underwriter" for, or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended, or the rules and regulations promulgated thereunder.

3.29. Transactions With Affiliates and Employees. Except as Previously Disclosed, none of the officers or directors of the Company or its subsidiaries and, to the knowledge of the Company, none of the employees of the Company or its subsidiaries is presently a party to any transaction with the Company or any subsidiary (other than for services as employees, officers and directors required to be disclosed under Item 404 of Regulation S-K under the Exchange Act).

3.30. Foreign Corrupt Practices. Neither the Company nor its subsidiaries or Affiliates, any director or officer, nor to the knowledge of the Company, any agent, employee or other Person acting on behalf of the Company or its subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its subsidiaries (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made or promised to make any direct or indirect unlawful payment to any foreign or domestic government official or employee (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any Person acting in an official capacity for or on behalf of any of the foregoing, or of any political party or part official or candidate for political office (each such Person, a "Government Official")) from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt

Practices Act of 1977, as amended or (d) made or promised to make any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic Government Official.

3.31. Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)), applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened.

3.32. OFAC. Neither the Company, any director or officer, nor, to the Company's knowledge, any agent, employee, subsidiary or Affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

3.33. Environmental Laws. The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole.

3.34. Employee Relations. Except as set forth in Section 3.34 of the Disclosure Letter, neither the Company nor any of its subsidiaries is a party to any collective bargaining agreement or employs any member of a union. Neither the Company nor any of its subsidiaries is engaged in any unfair labor practice. There is (i) (x) no unfair labor practice complaint pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or threatened, (y) no strike, labor dispute, slowdown or stoppage pending or, to the Company's knowledge, threatened against the

Company or any of its subsidiaries and (z) no union representation dispute currently existing concerning the employees of the Company or any of its subsidiaries, and (ii) to the Company's knowledge, (x) no union organizing activities are currently taking place concerning the employees of the Company or any of its subsidiaries and (y) there has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees or any applicable wage or hour laws. No executive officer of the Company (as defined in Rule 501(f) promulgated under the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company. No executive officer of the Company, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other agreement or any restrictive covenant, and the continued employment of each such executive officer does not subject the Company or any of its subsidiaries to any liability with respect to any of the foregoing matters.

3.35. ERISA.The Company and its subsidiaries are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (herein called "ERISA"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension plan" (as defined in ERISA) for which the Company or any of its subsidiaries would have any liability; the Company has not incurred and does not expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan"; or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "Code"); and each "Pension Plan" for which the Company would have liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

3.36. Obligations of Management. To the Company's knowledge, each officer and key employee of the Company or its subsidiaries is currently devoting substantially all of his or her business time to the conduct of the business of the Company or its subsidiaries, respectively. The Company is not aware that any officer or key employee of the Company or its subsidiaries is planning to work less than full time at the Company or its subsidiaries, respectively, in the future. To the Company's knowledge, no officer or key employee is currently working or plans to work for a competitive enterprise, whether or not such officer or key employee is or will be compensated by such enterprise. To the Company's knowledge, no officer or Person currently nominated to become an officer of the Company or its subsidiaries is or has been subject to any judgment or order of, the subject of any pending civil or administrative action by the SEC or any self-regulatory organization.

3.37. Integration; Other Issuances of Securities. Neither the Company nor its subsidiaries or any Affiliates, nor any Person acting on its or their behalf, has issued any shares of Common Stock or shares of any series of preferred stock or other securities or instruments convertible into, exchangeable for or otherwise entitling the holder thereof to acquire shares of Common Stock which would be integrated with the sale or exchange of the Securities to the Investors for purposes of the Securities Act or of any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of The NASDAQ Stock Market,

nor will the Company or its subsidiaries or Affiliates take any action or steps that would require registration of any of the Securities under the Securities Act or cause the offering of the Securities to be integrated with other offerings if any such integration would cause the issuance of the Securities hereunder to fail to be exempt from registration under the Securities Act as provided in Section 3.10 above or cause the transactions contemplated hereby to contravene the rules and regulations of The NASDAQ Stock Market. The Company is eligible to register the Shares and the Warrant Shares for resale by the Investors using Form S-3 promulgated under the Securities Act.

3.38. No General Solicitation. Neither the Company nor its subsidiaries or any Affiliates, nor any Person acting on its or their behalf, has offered or sold any of the Securities by any form of general solicitation or general advertising.

3.39. No Brokers' Fees. The Company has not incurred any liability for any finder's or broker's fee or agent's commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

3.40. Registration Rights. Except as set forth in (i) the Amended and Restated Investors' Rights Agreement dated June 21, 2010, by and among the Company and the parties listed on Exhibits A through H thereof, as amended by Amendment No. 1 thereto dated February 23, 2012, Amendment No. 2 thereto dated December 24, 2012, Amendment No. 3 thereto dated March 27, 2013, Amendment No. 4 thereto dated October 16, 2013 and Amendment No. 5 thereto dated December 24, 2013 (as amended, the "Rights Agreement"); (ii) the Registration Rights Agreement, dated February 27, 2012, by and among the Company and the several purchasers signatory thereto; (iii) the Registration Rights Agreement, dated July 30, 2012, by and between the Company and Total Energies Nouvelles Activités USA ("Total"), (iv) the Amended and Restated Letter Agreement dated May 8, 2014, by and among the Company and note holders party thereto; (v) the Registration Rights Agreement, dated February 24, 2015, by and between the Company and Nomis Bay Ltd.; and (vi) the registration rights letter dated as of the date hereof by and among the Company and the investors party to the Purchase Agreement (as defined in Article 6 hereof), the Company has not granted or agreed to grant to any Person any rights (including "piggy-back" registration rights) to have any securities of the Company registered with the SEC or any other governmental authority that have not been satisfied or waived.

3.41. Application of Takeover Protections. There is no control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's charter documents or the laws of its state of incorporation that is or could become applicable to any of the Investors as a result of the Investor and the Company fulfilling their obligations or exercising their rights under the Transaction Agreements, including, without limitation, as a result of the Company's issuance of the Securities and the Investors' ownership of the Securities.

3.42. No Disqualification. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. As used herein, "Company

Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

3.43. Disclosure. The Company understands and confirms that the Investors will rely on the foregoing representations in effecting transactions in the Securities. All disclosure furnished by or on behalf of the Company to the Investors in connection with this Agreement regarding the Company, its business and the transactions contemplated hereby is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that the Investors have not made and do not make any representations or warranties with respect to the transactions contemplated hereby other than those set forth in Article 4 hereto. Other than (a) the Voting Agreements (as defined herein), (b) the Maturity Treatment Agreement (as defined herein), and (c) letter agreements regarding waivers of rights by any of the Investors, the Company has not entered into any letter agreement with an Investor hereunder in connection with the transactions contemplated hereby.

3.44. Section 16 Matters. The Company's Board of Directors has adopted resolutions providing that the Board intends for the Exchange and the issuance of the Securities to each Investor to be exempt from Section 16(b) of the Exchange Act.

3.45 Fair Market Value. The Company believes in good faith that the aggregate fair market value of the non-exempt assets of the Company and all entities it controls is not more than $76.3 million, in accordance with 16 C.F.R. Part 802.4.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Investor, as to itself only and not with respect to any other Investor, represents, warrants and covenants to the Company with respect to this purchase as follows:

4.1 Organization. The Investor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.

4.2 Power. The Investor has all requisite power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.3 Authorization. The execution, delivery, and performance of this Agreement by the Investor has been duly authorized by all requisite action, and this Agreement constitutes the legal, valid, and binding obligation of the Investor enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.4 Consents and Approvals. The Investor need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

4.5. Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate in any material respect any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Investor is subject. No approval, waiver, or consent by the Investor under any instrument, contract, or agreement to which the Investor or any of its Affiliates is a party is necessary to consummate the transactions contemplated hereby.

4.6. Purchase for Investment Only. The Investor is purchasing the Securities for the Investor's own account for investment purposes only and not with a view to, or for resale in connection with, any "distribution" in violation of the Securities Act. By executing this Agreement, the Investor further represents that it does not have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer, or grant participation to such Person or to any third Person, with respect to any of the Securities. The Investor understands that the Securities have not been registered under the Securities Act or any applicable state securities laws by reason of a specific exemption therefrom that depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

4.7. Disclosure of Information. The Investor has had an opportunity to review the Company's filings under the Securities Act and the Exchange Act (including risks factors set forth therein) and the Investor represents that it has had an opportunity to ask questions and receive answers from the Company to evaluate the financial risk inherent in making an investment in the Securities. The Investor has not been offered the opportunity to purchase the Securities by means of any general solicitation or general advertising.

4.8. Risk of Investment. The Investor realizes that the purchase of the Securities will be a highly speculative investment and the Investor may suffer a complete loss of its investment. The Investor understands all of the risks related to the purchase of the Securities. By virtue of the Investor's experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, the Investor is capable of evaluating the merits and risks of the Investor's investment in the Company and has the capacity to protect the Investor's own interests.

4.9. Advisors. The Investor has reviewed with its own tax advisors the federal, state, and local tax consequences of this investment and the transactions contemplated by this Agreement. The Investor acknowledges that it has had the opportunity to review the Transaction Agreements and the transactions contemplated thereby with the Investor's own legal counsel.

4.10. Finder. The Investor is not obligated and will not be obligated to pay any broker commission, finders' fee, success fee, or commission in connection with the transactions contemplated by this Agreement.

4.11. Restricted Securities. The Investor understands that the Securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available. Moreover, the Investor understands that, except as set forth in the Rights Agreement, the Company is under no obligation to register the Shares and the Warrant Shares. The Investor is aware of Rule 144 promulgated under the Securities Act (" SEC Rule

144") that permits limited resales of securities purchased in a private placement subject to the satisfaction of certain conditions.

4.12. Legend. It is understood by the Investor that each certificate representing the Securities shall be endorsed with a legend substantially in the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

Subject to Section 7.3, the Company need not register a transfer of Securities unless the conditions specified in the foregoing legend are satisfied. Subject to Section 7.3, the Company may also instruct its transfer agent not to register the transfer of any of the Securities unless the conditions specified in the foregoing legend are satisfied.

4.13. Investor Qualification. The Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. The Investor acknowledges that it has completed the Investor Suitability Questionnaire. The Investor has truthfully set forth in the Investor Suitability Questionnaire the factual basis or reason for qualification as an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act and such information remains true and correct as of the date hereof. The Investor agrees to furnish any additional information that the Company deems reasonably necessary in order to verify the answers set forth in the Investor Suitability Questionnaire.

4.14. Disqualification. The Investor represents that neither such Investor, nor any person or entity with whom such Investor shares beneficial ownership of the Company securities, is subject to any Disqualification Event (as defined in Rule 506(d)(1)(i) through (viii) under the Securities Act), except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed reasonably in advance of the Initial Closing in writing in reasonable detail to the Company.

ARTICLE 5
CONDITIONS TO COMPANY'S OBLIGATIONS AT EACH CLOSING.

The Company's obligation to complete the sale and issuance of the Securities and deliver

the Securities to each Investor, individually, at each Closing shall be subject to the following conditions to the extent not waived by the Company:

(a) Receipt of Payment. The Company shall have received payment by the Exchange of the aggregate principal amount of the Outstanding Convertible Notes as set forth next to such Investor's name on Schedule I-A or I-B hereto, as applicable, in the full amount of the applicable Total Purchase Price for the number of Securities being purchased by such Investor at the applicable Closing, as set forth next to such Investor's name on Schedule I-A or I-B hereto, as applicable.

(b) Representations and Warranties. The representations and warranties made by such Investor in Section 4 hereof shall be true and correct in all material respects as of, and as if made on, the date of this Agreement and as of the applicable Closing.

(c) Receipt of Executed Documents. Such Investor shall have duly executed and delivered to the Company the Rights Agreement Amendment, the Voting Agreement and the Investor Suitability Questionnaire.

(d) Maturity Treatment Agreement. Such Investor shall have duly executed and delivered to the Company an agreement substantially in the form set forth in Exhibit G hereto (the "Maturity Treatment Agreement"), pursuant to which, and subject to the terms thereof, the Investor agrees to convert before or at maturity all of the 6.50% Convertible Senior Notes due 2019 issued by the Company on May 29, 2014 (the "Rule 144A Notes") and/or the Tranche I Senior Convertible Notes (the "Tranche I Notes") and Tranche II Senior Convertible Notes (the "Tranche II Notes", and together with the Tranche I Notes, the "Tranche Notes") sold and issued by the Company pursuant to that certain Securities Purchase Agreement, among the Company and the Purchasers listed thereon, dated as of August 8, 2013 (as amended from time to time, the "Tranche Purchase Agreement"), then held by such Investor (such Rule 144A Notes and Tranche Notes collectively, the "Maturity Conversion Notes") into shares of Common Stock in accordance with the terms of such Maturity Conversion Notes.

(e) Request for Cancellation of Note. To the extent an Investor has not provided to the Company the applicable Outstanding Convertible Note for cancellation at the applicable Closing, then any such Investor shall have provided to the Company a Request for Cancellation of Note in a form reasonably acceptable to the Company.

ARTICLE 6
CONDITIONS TO INVESTORS' OBLIGATIONS AT EACH CLOSING

Each Investor's obligation to accept delivery of the Securities and to pay for the Securities shall be subject to the following conditions to the extent not waived by such Investor:

(a) Delivery. The Company shall have complied with its obligations set forth under Section 2.2 with respect to the Initial Closing, and Section 2.3 with respect to the Second Closing, to provide, with respect to each Investor, (1) a single stock certificate for each Investor representing the number of Shares purchased by such Investor and (2) with respect to the Initial Closing, the Warrant certificates for each Investor representing the Warrants purchased by such Investor.

(b) Representations and Warranties. The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all respects as of, and as if made on, the

date of this Agreement and as of the applicable Closing Date.

(c) Receipt of Rights Agreement Amendment. The Company shall have executed and delivered to each Investor the Rights Agreement Amendment, and the Rights Agreement shall have been duly executed by such other parties as may be required for the Rights Agreement to be binding and effective with respect to the parties thereto.

(d) Legal Opinion. The Investors shall have received an opinion of Fenwick & West LLP, counsel to the Company, dated as of the applicable Closing Date, substantially in the form set forth in Exhibit C hereto.

(e) Certificate. Each Investor shall have received a certificate signed by the Company's Chief Executive Officer and Chief Financial Officer dated as of the applicable Closing Date to the effect that (i) the representations and warranties of the Company in Section 3 hereof are true and correct in all respects as of, and as if made on, the date of this Agreement and as of the applicable Closing Date, and (ii) the Company has satisfied in all material respects all of the conditions set forth in this Agreement.

(f) Good Standing. The Company is validly existing as a corporation in good standing under the laws of Delaware as evidenced by a certificate of the Secretary of State of the State of Delaware, a copy of which has been provided to the Investors.

(g) Secretary's Certificate. A certificate, executed by the Secretary of the Company and dated as of the applicable Closing Date, as to (A) the resolutions approving the issuance of the Shares as adopted by an Independent Committee of the Board of Directors and/or the Company's Board of Directors in a form reasonably acceptable to such Investor, (B) the certificate of incorporation, and (C) the bylaws, each as in effect as of the applicable Closing Date.

(h) Board Approval. The terms and conditions of the issuance of the Securities and the Transaction Agreements shall have been approved by an Independent Committee of the Board of Directors and/or a majority of the disinterested directors of the Board of Directors, as applicable.

(i) Approvals. The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Shares, including, without limitation, from The NASDAQ Stock Market, other than with respect to obtaining stockholder approval of the exercise of the Warrants pursuant to Section 7.7; provided, however, that the requirements of this Section 6(i) shall exclude any antitrust approvals which are separately contemplated by Section 6(p).

(j) Warrants.

(i) Total Warrants.

(A) If the lowest price per share of Common Stock (or the conversion

price or exercise price of any security exercisable or convertible into Common Stock ("***Convertible Securities***")) (the "Offering Price") in a bona fide equity financing pursuant to the Securities Purchase Agreement dated as of the date hereof by and among the Company and the investors party thereto (the "Purchase Agreement") or pursuant to any other securities purchase agreement entered into in accordance with the Board's approval of a bona fide equity financing for up to $60,000,000 on July 16, 2015 (each such financing, an "Offering" and collectively, the "Offerings") (the determination of any such Offering Price to include any warrant or other securities issued in connection with such Common Stock or Convertible Security in such Offering) is less than the Share Price, the Company shall have issued to Total a warrant in the form of Exhibit D-1 attached hereto (the "Total Equity Funding Warrant"), which warrant will be exercisable for the number of shares of Common Stock equal to the difference between the number of shares of Common Stock Total would have received if it had exchanged $70,000,000 of Outstanding Convertible Notes at the lowest Offering Price of such Offerings and the number of Shares Total receives pursuant to the Exchange at the Share Price; provided, however, that such Total Equity Funding Warrant shall only be exercisable if such Total Equity Funding Warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.7 of this Agreement.

(B) The Company shall have issued to Total a warrant in the form of Exhibit D-2 attached hereto (the "Total R&D Warrant" and, together with the Total Equity Funding Warrant, the "Total Warrants"), which warrant will be exercisable for 2,000,000 shares of Common Stock at an exercise price of $0.01 per share; provided, however, that such Total R&D Warrant shall only be exercisable if (1) the Company fails, as of March 1, 2017, to achieve a target production cash cost of less than $2.00 per liter to manufacture distilled farnesene at hydrogenation grade, calculated with a cost of sugar at $0.19/lb and using the methodology set forth in the cost model included as Section 6(j)(i) of the Disclosure Letter, and (2) the Total R&D Warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.7 of this Agreement.

(ii) Temasek Warrants.

(A) The Company shall have issued to Maxwell (Mauritius) Pte Ltd ("Temasek") a warrant in the form of Exhibit E-1 attached hereto (the "Temasek 2015 Warrant"), which warrant will be exercisable for 14,677,861 shares of Common Stock at an exercise price of $0.01 per share; provided, however, that the Temasek 2015 Warrant shall only be exercisable if such warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.7 of this Agreement.

(B) The Company shall have issued to Temasek a warrant in the form of Exhibit E-2 attached hereto (the "Temasek Funding Warrant"), which warrant will be exercisable at an exercise price of $0.01 per share for that number of shares of Common Stock determined based on the following formula:

$$\text{Number of Shares} = \frac{0.306 * (A + B + C)}{0.694} + \frac{0.1333 * D}{0.8667}$$

For purposes of the foregoing formula:

A = the number of shares for which Total has exercised the Total Equity Funding Warrant.

B = the number of additional shares for which the Tranche Notes may become exercisable as a result of a reduction to the conversion price of any of such Tranche Notes subsequent to the date hereof pursuant to an amendment thereof or in accordance with the existing terms thereof (including any reductions in the conversion prices of the Tranche Notes that result from the Exchange contemplated hereby or any Offering).

C = that number of additional shares in excess of 2,000,000, if any, for which the Total R&D Warrant becomes exercisable.

D = the number of additional shares for which the Rule 144A Notes may become exercisable as a result of a reduction to the conversion price of any of such Rule 144A Notes subsequent to the date hereof pursuant to an amendment thereof or in accordance with the existing terms thereof;

provided, however, that such number of shares shall be rounded down to the nearest whole number; provided, further that such Temasek Funding Warrant shall only be exercisable if the Temasek Funding Warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.7 of this Agreement.

(C) The Company shall have issued to Temasek a warrant in the form of Exhibit E-3 attached hereto (the "Temasek R&D Warrant" and, together with the Temasek 2015 Warrant and the Temasek Funding Warrant, the " Temasek Warrants"), which warrant will be exercisable for up to 880,339 shares of Common Stock at an exercise price of $0.01 per share; provided, however, that such Temasek R&D Warrant shall only be exercisable as to that number of shares of Common Stock equal to the product of (1) 880,339 and (2) the quotient of (x) the number of shares for which Total has exercised the Total R&D Warrant divided by (y) 2,000,000 shares of Common Stock; provided, further that such Temasek R&D Warrant shall only be exercisable if such warrant has been approved by a majority of the Company's stockholders whose vote was counted at the Stockholders Meeting in accordance with Section 7.7 of this Agreement.

(iii) Section 6(j)(iii) of the Disclosure Letter sets forth the number of shares for which the Warrants would be exercisable based on the different Offering Prices set forth therein and subject to the assumptions set forth therein.

(k) Voting Agreements. The Investors and such other stockholders of the Company holding in the aggregate a majority of the Company's voting capital stock entitled to vote at the Stockholders Meeting (after taking into account the Exchanges under this Agreement and any

bona fide equity financings consummated by the Company on or prior to Closing) (the "Voting Stockholders") shall have each entered into a voting agreement with the Company in the form attached hereto as Exhibit F (the "Voting Agreement") pursuant to which the Investors and such stockholders shall agree to vote at the Stockholders Meeting all shares of the Company's capital stock held by such Investors or stockholders to approve the issuance of the Total Warrants and the Temasek Warrants and the Warrant Shares issuable upon exercise of such Total Warrants and Temasek Warrants and the agreements related thereto. The Voting Stockholders as of the date of this Agreement are set forth in Section 6(k) of the Disclosure Letter.

(l) Minimum Temasek Participation. Total's obligation to purchase the Shares and the Total Warrants in Exchange for the aggregate principal amount of its Outstanding Convertible Notes set forth next to Total's name on Schedule I to this Agreement is subject to the condition that Temasek and/or its affiliates (i) Exchange at the Initial Closing and/or agree to Exchange at the Second Closing at least in the aggregate $60,000,000 in original principal amount of their Outstanding Convertible Notes comprised of "Tranche I Notes" and "Tranche II Notes" issued pursuant to that certain Securities Purchase Agreement dated as of August 8, 2013, as amended, by and among the Company and the other parties thereto, plus approximately $11,017,582 of additional principal attributable to paid-in-kind interest, and (ii) enter into the Maturity Treatment Agreement with respect to $10,000,000 aggregate principal amount of its Rule 144A Notes simultaneously upon the purchase by Total of the Shares and Warrants on the Closing Date.

(m) Total R&D Notes. Temasek's obligation to purchase the Shares and the Temasek Warrants in Exchange for the aggregate principal amount of its Outstanding Convertible Notes set forth next to Temasek's name on Schedule I to this Agreement is subject to the condition that (A) Total and the Company enter into that certain letter agreement dated as of the date hereof (the "JVCO Restructuring Agreement") between the Company and Total pursuant to which Total agrees to exchange (i) $5,000,000 in principal amount of those certain 1.5% Senior Secured Convertible Notes issued by the Company to Total pursuant to that certain Securities Purchase Agreement dated as of July 30, 2012 between the Company and Total (the "R&D Notes"), plus any accrued and unpaid interest on all $75,000,000 in principal amount of R&D Notes currently outstanding and (ii) that certain €50,000 Class A Note issued by the Company to Total on December 2, 2013 (the "Class A Note") plus any accrued and unpaid interest on such Class A Note, in each case as consideration for certain rights to be granted to Total in connection with Total Amyris BioSolutions B.V., the joint venture between the Company and Total, (B) Total Exchanges $70,000,000 in principal amount of R&D Notes pursuant to this Agreement, and (C) enters into the Maturity Treatment Agreement with respect to $9,705,000 aggregate principal amount of its Rule 144A Notes and approximately $17,432,374 aggregate principal amount of its Tranche Notes simultaneously upon the purchase by Temasek of the Shares and Warrants on the Initial Closing Date.

(n) Maturity Treatment Agreement. The Company shall have duly executed and delivered to the Investors the Maturity Treatment Agreement.

(o) Financing. The Company shall have consummated an initial Offering pursuant to the Purchase Agreement and pursuant to which the Company shall have raised in the aggregate at least $25,000,000 of gross proceeds (the "Financing Milestone"); provided that the Total

Purchase Price set forth in this Agreement shall not be considered for the purpose of determining the Company's satisfaction of the Financing Milestone.

(p) Antitrust Approvals. The Investors shall have obtained or deemed to have obtained under applicable laws any required approvals from antitrust, competition or similar authorities with respect to the transactions contemplated hereby.

ARTICLE 7

OTHER AGREEMENTS OF THE PARTIES

7.1. Securities Laws Disclosure; Publicity. Promptly after the Closing Date, the Company shall issue a press release (the "Press Release") reasonably acceptable to the Investors disclosing all material terms of the transactions contemplated hereby. On or before 5:30 p.m., New York City time, on the fourth trading day immediately following the execution of this Agreement, the Company will file a Current Report on Form 8-K with the SEC describing the terms of the Transaction Agreements.

7.2. Form D. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Investor (provided that the posting of the Form D on the SEC's EDGAR system shall be deemed delivery of the Form D for purposes of this Agreement).

7.3. Removal of Legend and Transfer Restrictions. The Company hereby covenants with the Investors to, no later than three trading days following the delivery by the Investor to the Company of a legended certificate representing Securities (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer), in connection with the transfer or sale of all or a portion of the Securities pursuant to (1) an effective registration statement that is effective at the time of such sale or transfer, (2) a transaction exempt from the registration requirements of the Securities Act in which the Company receives an opinion of counsel reasonably satisfactory to the Company that the Securities are freely transferable and that the legend is no longer required on such stock certificate, or (3) an exemption from registration pursuant to SEC Rule 144, deliver or cause the Company's transfer agent to deliver to the transferee of the Securities or to the Investor, as applicable, a new certificate representing such Securities that is free from all restrictive and other legends. The Company acknowledges that the remedy at law for a breach of its obligations under this Section 7.3 may be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 7.3 with respect to any Investor, the Investor shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required.

7.4. Subsequent Equity Sales. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that

would require the registration under the Securities Act of the sale of the Securities to the Investors, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any trading market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

7.5. Listing. The Company shall promptly take any action required to maintain the listing of all of the Shares and the Warrant Shares, once they have been issued, upon each national securities exchange and automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of all Shares from time to time issuable under the terms of the Transaction Agreements. The Company shall take all actions within its control to comply with the reporting requirements of the Exchange Act and each applicable national securities exchange and automated quotation system on which the Common Stock is listed. The Company shall make and keep public information available, as those terms are understood and defined in SEC Rule 144, for so long as required in order to permit the resale of the Securities pursuant to SEC Rule 144 and to file period reports with the SEC whether or not required to do so. The Company shall not take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on The NASDAQ Stock Market.

7.6. Stockholders Meeting. The Company shall provide each stockholder entitled to vote at a special or annual meeting of stockholders of the Company (the "Stockholder Meeting"), which initially shall be promptly called and held not later than October 31, 2015 (the "Stockholder Meeting Deadline"), a proxy statement substantially in the form which has been previously reviewed by the Investors and a counsel of their choice, at the expense of the Company, soliciting each such stockholder's affirmative vote at the Stockholder Meeting for approval of resolutions (the " Stockholder Resolutions") providing for the Company's issuance of all of the Securities as described in the Agreement in accordance with applicable law and rules and regulations of The NASDAQ Stock Market, including the issuance of the Warrant Shares upon exercise of the Warrants (such affirmative approval being referred to herein as the "Stockholder Approval" and the date such approval is obtained, the "Stockholder Approval Date"), and the Company shall use its best efforts to solicit its stockholders' approval of the Stockholder Resolutions and to cause the Board to recommend to the stockholders that they approve the Stockholder Resolutions. The Company shall be obligated to seek to obtain the Stockholder Approval by the Stockholder Meeting Deadline. If, despite the Company's best efforts, the Stockholder Approval is not obtained on or prior to the Stockholder Meeting Deadline, the Company shall cause an additional Stockholder Meeting to approve the Stockholder Resolutions to be called and held at each otherwise convened special or annual meeting of the stockholders of the Company, which special or annual meetings must be called and held at least once in each six-month period after the Stockholder Meeting Deadline until such Stockholder Approval is obtained, provided that if the Board does not recommend to the stockholders that they approve the Stockholder Resolutions at any such Stockholder Meeting and the Stockholder Approval is not obtained, the Company shall cause an additional Stockholder Meeting to be held each calendar quarter after the Stockholder Meeting Deadline until such Stockholder Approval is obtained.

7.7. JVCO Restructuring Agreement. The Company shall perform its obligations under the JVCO Restructuring Agreement.

7.8. Existing Temasek Warrant. The Company hereby acknowledges that effective upon the Closing, that certain Warrant to Purchase Stock issued by the Company to Temasek on October 16, 2013 (the "Existing Temasek Warrant") shall become exercisable in full. For the avoidance of doubt, upon the consummation of the Exchange contemplated hereby, the Company agrees and acknowledges that the Exercise Condition (as defined in the Existing Temasek Warrant) shall be satisfied.

7.9. Registration. The Company hereby agrees (i) that within ten (10) business days following the Closing it will either file a registration statement on Form S-3 (the "Registration Statement") with the SEC covering all of the Shares and Warrant Shares or amend that certain existing registration statement on Form S-3 filed on May 21, 2015 with the SEC (the "Post-Effective Amendment") such that the Shares and Warrant Shares are covered thereby, and (ii) that it will use its commercially reasonable efforts to cause the Registration Statement or the Post-Effective Amendment to be declared effective by the SEC as soon as practicable after the filing thereof.

7.10. Proxy Filing. The Company shall prepare and file with the SEC, within ten (10) business days after the date of this Agreement, a proxy statement in preliminary form relating to the Stockholders Meeting (as defined in Section 7.6) (such proxy statement, including any amendment or supplement thereto, the "Proxy Statement"). The Company shall cause the Proxy Statement to comply in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder. The Company shall cause the definitive Proxy Statement to be mailed as promptly as possible after the date the staff of the SEC advises that it has no further comments thereon or that the Company may commence mailing the Proxy Statement.

7.11. Voting Agreements. Until the Stockholder Approval is obtained, the Company shall not take any action, including the issuance of shares of Common Stock pursuant to any Offering, that would result in the Voting Stockholders and any additional stockholder with whom the Company enters into a Voting Agreement to hold less than a majority of the Company's outstanding voting stock entitled to vote at the Stockholders Meeting (after taking into account the Exchanges under this Agreement and any bona fide equity financings consummated by the Company on or prior to the date of the Stockholders Meeting).

7.12. Purchase of Substantial Assets. For so long as any Tranche Notes remain outstanding, the Company will not, and will not permit its subsidiaries to, without the prior written consent of Temasek, purchase assets in one transaction or a series of related transactions in an amount greater than $20,000,000.

7.13. Limitation on Debt and Liens. Capitalized terms used in this Section 7.13 but not otherwise defined herein shall have the meaning given to such terms in the Tranche I Notes and any waivers with respect to Section 6 of the Tranche Notes received by the Company on or prior to the date hereof shall be deemed as effective waivers for purposes of this Section 7.13. For so long as any Tranche Notes are outstanding, the Company will not, and will not permit its

Subsidiaries to, without the prior written consent of each of the Investors, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Debt, and the Company will not issue any Disqualified Stock and the Company will not permit its Subsidiaries to issue shares of preferred stock except for:

(a) Debt in an amount outstanding at any time not to exceed the greater of (i) $200 million in aggregate principal amount or (ii) 50% of the Company's total consolidated assets (as set forth on its most recent balance sheet prepared in accordance with GAAP and filed with the Securities and Exchange Commission after giving effect to any reductions or additions to assets in accordance with GAAP since the date of such balance sheet) (and provided that Debt incurred pursuant to this clause (a) that is secured by a Lien on assets of the Company shall not exceed the greater of (i) $125 million in aggregate principal amount or (ii) 30% of the Company's total consolidated assets (as set forth on its most recent balance sheet prepared in accordance with GAAP);

(b) Debt in existence on the Issue Date or which as of the Issue Date the Company is obligated to issue thereafter, including Total Notes pursuant to the Total Purchase Agreement;

(c) the incurrence by the Company or any of its Subsidiaries of Debt represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any of its Subsidiaries;

(d) Debt of the Company that is (i) contractually subordinated in right of payment to the Notes, (ii) matures 91 days after the Notes and (iii) is less than $50 million in aggregate principal amount at any one time outstanding;

(e) Debt of the Company (A) in respect of performance, surety or appeal bonds or letters of credit in the ordinary course of business, or (B) under interest rate, currency, commodity or similar hedges, swaps and other derivatives entered into with one or more financial institutions that is designed to protect the Company against fluctuations in interest rates or currency exchange rates, commodity prices or other market fluctuations and is not entered into for speculative purposes; and

(f) Debt which is exchanged for or the proceeds of which are used to refinance or refund, or any extension or renewal of (each a "refinancing"), (1) the Notes or (2) Debt incurred pursuant to clause (b) of this paragraph, and (3) Debt incurred pursuant to clause (c) of this paragraph, in each case in an aggregate principal amount not to exceed the principal amount of the Debt so refinanced (together with any accrued interest and any premium and other payment required to be made with respect to the Debt being refinanced or refunded, and any fees, costs, expenses, underwriting discounts or commissions and other payments paid or payable with respect to the Debt incurred pursuant to this clause (f)); provided, however, that (A) Debt, the proceeds of which are used to refinance the Notes, or Debt which is pari passu with or subordinate in right of payment to the Notes, shall only be permitted if (x) in the case of any

refinancing of the Notes or Debt which is pari passu to the Notes, the refinancing Debt is Incurred by the Company and made pari passu to the Notes or subordinated to the Notes, and (y) in the case of any refinancing of Debt which is subordinated to the Notes, the refinancing Debt is incurred by the Company and is subordinated to the Notes in a manner that is at least as favorable to the Holders as that of the Debt refinanced; (B) refinancing Debt with respect to Debt incurred pursuant to clause (c) of this paragraph shall not be secured by a Lien on any assets other than the assets securing the Debt so refinanced, and any improvements or additions thereto, and (C) the refinancing Debt by its terms, or by the terms of any agreement or instrument pursuant to which such Debt is issued, does not have a final maturity prior to the final maturity of the Debt being refinanced.

For purposes of determining compliance with this Section 7.13, in the event that an item of Debt meets the criteria of more than one of the types of Debt described in the above clauses the Company, in its sole discretion, shall classify, and from time to time may reclassify, such item of Debt.

For so long as any Tranche Notes remain outstanding, the Company will not create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, except for (a) the Liens described in Section 7.13(a) and 7.13(c) (including the refinancing of Liens described in Section 7.13(c) pursuant to Section 7.13(f)), (b) Permitted Liens, and (c) any Liens in existence on the Issue Date (including the refinancing thereof pursuant to Section 7.13(f)).

7.14. Tranche I Notes Waiver. Total hereby waives any adjustment to the conversion price of the Tranche I Notes held by Total as a result of the Exchanges contemplated hereby pursuant to Section 1(e) of the Tranche I Note held by Total. This waiver shall apply only with respect to the Exchanges contemplated hereby and the conversion price of the Tranche I Note held by Total shall otherwise remain subject to adjustment in accordance with the terms thereof.

7.15. Cooperation. In relation to any notification from the German Federal Cartel Office (Bundeskartellamt) (the "FCO") and subsequent merger investigation process conducted by the FCO, the parties hereto agree that they shall cooperate with each other. Such cooperation shall include, without limitation (subject to appropriate protection in respect of confidential information) the provision of information, the communication of documents and the submission of arguments in good time. In particular, the parties shall:

(a) Promptly notify and discuss with the other parties sufficiently in advance of any notification, submission, response to a request for information or other communication which it proposes to make or submit to the FCO, and at the same time provide the other parties with copies of drafts thereof and any supporting documentation or information reasonably requested by the other parties;

(b) Take due consideration of any reasonable comments which the other parties may have in relation to any such draft notification, submission, response to a request for further information or other communication prior to making the relevant notification, submission, response or other communication;

(c) Keep the other parties fully informed as to the progress of any notification made to the FCO;

(d) Where reasonably requested by the other parties, permit the other parties or its advisers to attend all meetings with the FCO and, where appropriate, to make oral submissions at such meetings; and

(e) Keep the other parties informed of any written or oral contact which any party may have with the FCO (whether instigated by the such party or the FCO in relation to the merger investigation process).

7.16. Withholding Tax. Any and all payments by the Company (including the transfer of any and all Securities) pursuant to this Agreement shall be made without deduction or withholding for any taxes, except as required by applicable law. The Company shall deduct and withhold the US federal withholding tax imposed on the interest payable to or for the account of Temasek with respect to the Outstanding Convertible Notes, and shall timely pay the full amount of tax to the relevant governmental authority in accordance with applicable law and the amount of such payment (including the amount of any and all Securities to be delivered) by the Company shall be increased as necessary so that after the payment of applicable US federal withholding tax has been made (including such deductions and withholdings applicable to additional sums payable under this Section) Temasek receives the same amount (including the amount of any and all Securities) it would have received had no such deduction or withholding been made. As soon as practicable after any payment of taxes by the Company to a governmental authority pursuant to this Section, the Company shall deliver to the Investors the original or a certified copy of a receipt issued by such governmental authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Investors.

ARTICLE 8
MISCELLANEOUS

8.1. Survival. The representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and the sale of the Securities.

8.2. Indemnification.

(a) Indemnification of Investors. The Company agrees to indemnify and hold harmless each Investor and its Affiliates and their respective directors, officers, trustees, members, managers, employees and agents, and their respective successors and assigns, from and against any and all losses, claims, damages, taxes (including any interest, additions to tax or penalties applicable thereto), liabilities and expenses (including without limitation reasonable professional and attorney fees and disbursements and other expenses reasonably incurred in connection with investigating, preparing or defending any tax returns, action, claim or proceeding, pending or threatened and the costs of enforcement thereof) (collectively, "Losses") to which such Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under this

Agreement, and will reimburse any such Person for all such Losses as they are incurred by such Person.

(b) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt notice to the Company of any claim with respect to which it seeks indemnification and (ii) permit the Company to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the Company has agreed to pay such fees or expenses, or (b) the Company shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person or (c) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest exists between such Person and the Company with respect to such claims (in which case, if the Person notifies the Company in writing that such Person elects to employ separate counsel at the expense of the Company, the Company shall not have the right to assume the defense of such claim on behalf of such Person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the Company of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the Company in the defense of any such claim or litigation. It is understood that the Company shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. The Company will not, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. No indemnified party will, except with the consent of the Company, consent to entry of any judgment or enter into any settlement.

8.3. Assignment; Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that this Agreement may be assigned by any Investor to the valid transferee of any security purchased hereunder if such security remains a "restricted security" under the Securities Act. This Agreement and all provisions thereof shall be binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and permitted assigns.

8.4. Notices. All notices, requests, and other communications hereunder shall be in writing and will be deemed to have been duly given and received (a) when personally delivered, (b) when sent by facsimile upon confirmation of receipt, (c) one business day after the day on which the same has been delivered prepaid to a nationally recognized courier service, or (d) five business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to, as to the Company, Amyris, Inc., 5885 Hollis Street, Suite 100, Emeryville, CA 94608, Attn: General Counsel, facsimile number: (510) 740-7416, with a copy to Fenwick & West LLP, 801 California Street, Mountain View, CA 94041, Attn: , Esq., facsimile number: (650) 938-5200, and as to the Investor at the address and facsimile number set forth below the Investor's signature on the signature pages of this Agreement. Any party hereto from time to time may change its address, facsimile number, or other information for the purpose of notices to that party by giving notice specifying such

change to the other parties hereto. Each Investor and the Company may each agree in writing to accept notices and other communications to it hereunder by electronic communications pursuant to procedures reasonably approved by it; provided that approval of such procedures may be limited to particular notices or communications.

8.5. Governing Law. This Agreement, and the provisions, rights, obligations, and conditions set forth herein, and the legal relations between the parties hereto, including all disputes and claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

8.6. Dispute Resolution.

8.6.1 Escalation.

Prior to commencing any arbitration in connection with any dispute, controversy or claim arising out of relating to this Agreement or the breach, termination or validity thereof ("Dispute"), the parties shall first engage in the procedures set forth in this Section 8.6.1. Such Dispute shall first be referred by written notice of the Dispute (the "Dispute Notice") from any party to its executive officers and to the executive officers of each party that the party sending the Dispute Notice has the Dispute with (the "Executive Officers") and the Executive Officers shall attempt to resolve such Dispute within ten (10) days after a party sent the Dispute Notice to the Executive Officers by meeting (either in person or by video teleconference, unless otherwise mutually agreed) at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved within thirty (30) days after the Dispute Notice has been sent by a party to its Executive Officers and to the Executive Officers of the other party or parties, then either the party that has sent the Dispute Notice, or the party or parties that have received the Dispute Notice may, by written notice to the other party or parties, elect to submit the Dispute to arbitration pursuant to Section 8.6.2. If a party's Executive Officer intends to be accompanied at a meeting by an attorney, the Executive Officers of the other party shall be given at least seventy-two (72) hours' notice of such intention and may also be accompanied by an attorney. All negotiations conducted pursuant to this Section 8.6.1, and all documents and information exchanged by the parties in furtherance of such negotiations, (i) are the Confidential Information (as defined in Section 8.6.4) of the parties, and (ii) shall be inadmissible in any arbitration conducted pursuant to this Section 8.6 or other proceeding with respect to a Dispute.

8.6.2 Arbitration.

(a) All Disputes arising out of, relating to or in connection with this Agreement, which have not been resolved pursuant to Section 8.6.1, shall be submitted to mandatory, final and binding arbitration before an arbitral tribunal pursuant to the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce (the "ICC Rules"), in effect at the time of filing of the request for arbitration, as modified hereby. The International Court of Arbitration of the International Chamber of Commerce (the "ICC Court") shall administer the arbitration.

(b) There shall be three (3) arbitrators. If there are two parties to the arbitration, then one arbitrator shall be nominated by the initiating claimant party in the request for arbitration, the second nominated by the respondent party within thirty (30) days of receipt of the request for arbitration, and the third (who shall act as chairperson of the arbitral tribunal) nominated by the two (2) party-appointed arbitrators within thirty (30) days of the selection of the second arbitrator. In the event that either party fails to nominate an arbitrator, or if the two party-appointed arbitrators are unable or fail to agree upon the third arbitrator, within the time periods specified herein, the ICC Court shall appoint the remaining arbitrator(s) required to comprise the arbitral tribunal. If there are more than two parties to the arbitration, the claimant(s) shall jointly nominate one arbitrator and the respondent(s) shall jointly nominate one arbitrator, within thirty (30) days of receipt by respondent(s) of a copy of the request for arbitration. For avoidance of doubt, where there are two or more claimant(s), none of the claimants has to nominate an arbitrator in their request for arbitration. The third arbitrator (who shall act as chairperson of the arbitral tribunal) shall be nominated by the two (2) party-appointed arbitrators within thirty (30) days of the nomination of the second arbitrator. If either the claimant(s) or the respondent(s) fail to timely nominate an arbitrator, or if the two party-appointed arbitrators are unable or fail to agree upon the third arbitrator, within the time periods specified herein, then on the request of any party, the ICC Court shall appoint the remaining arbitrator(s) required to comprise the arbitral tribunal. The claimant in the arbitration shall provide a copy of the request for arbitration to the respondent at the time such request is submitted to the Secretariat of the International Chamber of Commerce.

(c) Each arbitrator chosen under this Section shall speak, read, and write English fluently and shall be either (i) a practicing lawyer who has specialized in business litigation with at least ten (10) years of experience in a law firm, (ii) an arbitrator experienced with commercial disputes, or (iii) a retired judge.

(d) The place of arbitration shall be Paris, France. The language of the arbitral proceedings and of all submissions and written evidence and any award issued by the arbitral tribunal shall be English. Any party may, at its own expense, provide for translation of any documents submitted in the arbitration or translation or interpretation of any testimony taken at any hearing before the arbitral tribunal. For the avoidance of doubt, no party is under any obligation to provide for translation of any documents submitted in the arbitration or translation or interpretation of any testimony taken at any hearing before the arbitral tribunal.

(e) The award shall be in writing, state the reasons for the award and be final and binding. The arbitral tribunal shall, subject to its discretion, endeavor to issue its award within four (4) months of the end of the hearing, or as soon as possible thereafter. It is expressly understood and agreed by the parties that the rulings and award of the arbitral tribunal shall be binding on the parties, their successors and permitted assigns. Judgment on the award rendered by the arbitral tribunal may be entered in any court having competent jurisdiction.

(f) Each party shall bear its own costs and expenses and attorneys' fees, and the party that does not prevail in the arbitration proceeding, as determined by the arbitral tribunal, shall pay the arbitrator's fees and any administrative fees of arbitration. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each of the Parties, and shall be subject to Section 8.6.4.

8.6.3 Interim Relief.

(a) The arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal may, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

(b) In addition to the remedies and relief available under Section 8.6.3(a) above and the ICC Rules, and subject to Section 8.6.2 above, each party expressly retains the right at any time to apply to any court of competent jurisdiction for interim, injunctive, provisional or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(c) For purposes of Section 8.6.3(b), each party hereby irrevocably and unconditionally consents and agrees that any action for interim, provisional and/or conservatory relief brought against it with respect to its obligations or liabilities under or arising out of or in connection with this Agreement may be brought in the courts located in Paris, France or the state or federal courts located in the Borough of Manhattan, New York City, New York, and each party hereby irrevocably accepts and unconditionally submits to the non-exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action for interim, provisional or conservatory relief. In any such action, each of the parties irrevocably waives, to the fullest extent they may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in the courts located in Paris, France or the state or federal courts located in the Borough of Manhattan, New York City, New York.

(d) Each party hereby irrevocably consents and agrees that the service of any and all legal process, summons, notices and documents which may be served in any action arising under this Agreement may be made by sending a copy thereof by express courier to the party to be served at the address set forth in the notice provision of this Agreement, with such service to be effective upon receipt. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each party hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding brought pursuant to this Section 8.6.

8.6.4 Confidentiality.

The Company and each of the Investors agree to use, and to use its reasonable best efforts to ensure that its authorized representatives use the same degree of care as such party uses to protect its own confidential information (but in no event less than reasonable care) to keep confidential the information provided to it pursuant to this Agreement, and any other information furnished to it which the disclosing party identifies as being confidential or proprietary (so long as such information is not in the public domain) or, under the circumstances surrounding disclosure, such party knows or has reason to know should be treated as confidential

("Confidential Information"), unless otherwise required by law (provided that a party shall, to the extent permitted by law, promptly notify the other party of any required disclosure and take reasonable steps to minimize the extent of any such required disclosure); provided, however, that Confidential Information shall not include information, that (i) was in the public domain prior to the time it was furnished to such recipient, (ii) is at the time of the alleged breach (through no willful or improper action or inaction by such recipient) generally available to the public, (iii) was rightfully disclosed to such recipient by a third party without restriction or (iv) as of the time of the alleged breach, had been independently developed (as evidenced by written records) without any use of Confidential Information.

8.7. Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected except to the extent necessary to delete such illegal, invalid, or unenforceable provision unless that provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

8.8. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

8.9. Entire Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

8.10. Finder's Fee. The Company agrees that it shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by Investor) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Investor harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any claim for any such fees or commissions.

8.11. Expenses. Each party will bear its own costs and expenses in connection with this Agreement.

8.12. Further Assurances. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

8.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. Facsimile signatures shall be deemed originals for all purposes hereunder.

8.14. Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under this Agreement are several and not joint with obligations of each other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any

other Investor under this Agreement or any other Transaction Agreements. The decision of each Investor to purchase Securities pursuant to this Agreement has been made by such Investor independently of any other Investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any of its subsidiaries which may have been made or given by any other Investor or by any agent or employee of any other Investor, and no Investor or any of its agents or employees shall have any liability to any other Investor (or any other Person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any ancillary document, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Agreement. Each Investor acknowledges that no other Investor has or will be acting as agent of such Investor in enforcing its rights under this Agreement or any other Transaction Agreements. Each Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Investor, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose.

8.15. Waiver of Conflicts; Representation by Counsel. Each Investor and the Company is aware that Fenwick & West LLP ("F&W") may have previously performed and may continue to perform certain legal services for certain of the Investors in matters unrelated to F&W's representation of the Company. In connection with its Investor representation, F&W may have obtained confidential information of such Investors that could be material to F&W's representation of the Company in connection with negotiation, execution and performance of this Agreement. By signing this Agreement, each Investor and the Company hereby acknowledges that the terms of this Agreement were negotiated among the Investors and the Company and are fair and reasonable and waives any potential conflict of interest arising out of such representation (including any future representation of such parties) or such possession of confidential information. Each Investor and the Company further represents that it has had the opportunity to be, or has been, represented by separate independent counsel in connection with the transactions contemplated by this Agreement, including, without limitation, the waivers contained in this Section 8.15.

[Signature pages follows]

This Exchange Agreement is hereby confirmed and accepted by the Company as of July 26, 2015.

AMYRIS, INC.

By: /s/ John Melo
Name:
Title:

[SIGNATURE PAGE TO AMYRIS, INC. EXCHANGE AGREEMENT]

PURCHASERS

U.S. $_____

Total Purchase Price

(U.S. $___ per Share)

Number of Shares: _____

Total Energies Nouvelles Activities USA
(f.k.a. Total Gas & Power USA, SAS)

By: /s/ Bernard Clement
(signature)

Name: BERNARD CLEMENT
(printed name)

Title PRESIDENT

Address _____

Facsimile No: _____

E-mail Address _____

[SIGNATURE PAGE TO AMYRIS, INC. EXCHANGE AGREEMENT]

PURCHASERS

U.S. $_____

Total Purchase Price

(U.S. $___ per Share)

Number of Shares: _____

Maxwell (Mauritius) Pte Ltd

By: /s/ Poy Weng Chuen
(signature)

Name: POY WENG CHUEN
(printed name)

Title DIRECTOR

Address

Fax:

E-mail

[SIGNATURE PAGE TO AMYRIS, INC. EXCHANGE AGREEMENT]

Schedule I
Schedule of Investors

Investor	Shares Purchased	Total Equity Funding Warrants Purchased	Warrant Shares Issuable Upon Exercise of Total Equity Funding Warrants	R&D Warrants Purchased	Warrant Shares Issuable Upon Exercise of R&D Warrants	Temasek 2015 Warrant Purchased	Warrant Shares Issuable Upon Exercise of Temasek 2015 Warrants	Temasek Funding Warrants Purchased	Warrant Shares Issuable Upon Exercise of Temasek Funding Warrants	Aggregate Principal Amount of Outstanding Convertible Notes Exchanged for Shares and Warrants	Total Purchase Price
Maxwell (Mauritius) Pte Ltd	30,860,633	-	-	880,339	880,339	14,677,861	14,677,861	To be determined in accordance with Section 6(j)(ii)(B)	To be determined in accordance with Section 6(j)(ii)(B)	$70,979,458.00	$70,979,458.00
Total Energies Nouvelles ActivitésUSA	30,434,782	To be determined in accordance with Section 6(j)(i)(A)	To be determined in accordance with Section 6(j)(i)(A)	2,000,000	2,000,000	-	-	-	-	$70,000,000.00	$70,000,000.00
TOTAL	61,295,415			2,880,339	2,880,339	14,677,861	14,677,861			**$140,979,458.00**	**$140,979,458.00**

Schedule I-A
Schedule of Investors

Investor	Shares Purchased	Aggregate Amount of Outstanding Convertible Notes Exchanged for Shares and Warrants	Total Purchase Price
Maxwell (Mauritius) Pte Ltd	28,800,596	$66,241,371	$66,241,371
Total Energies Nouvelles ActivitésUSA	24,254,811	$55,786,065	$55,786,065
TOTAL	53,055,407	$122,027,435	$122,027,435

Schedule I-B
Schedule of Investors

Investor	Shares Purchased	Aggregate Amount of Outstanding Convertible Notes Exchanged for Shares and Warrants	Total Purchase Price
Maxwell (Mauritius) Pte Ltd	2,060,037	$4,738,087	$4,738,087
Total Energies Nouvelles ActivitésUSA	6,179,971	$14,213,935	$14,213,935
TOTAL	8,240,008	$18,952,03	$18,952,03

Exhibit A

RIGHTS AGREEMENT AMENDMENT

Exhibit B

PURCHASER SUITABILITY QUESTIONNAIRE
FOR
AMYRIS, INC.

This Questionnaire is to be completed by each **ENTITY** (trust, corporation, partnership or other organization) purchasing securities of Amyris, Inc., a Delaware corporation (the "***Company***"). The purpose of this Questionnaire is to assure the Company that each proposed investor will meet certain suitability standards in connection with investment in the Company and the purchase of shares ("***Shares***") of the Company's Common Stock, $0.0001 par value per share (the "***Common Stock***") and warrants to purchase Shares of the Company's Common Stock (the "Warrants," together with the Shares the "***Offered Securities***"), including those imposed by applicable state and federal securities laws and the regulations under those laws.

If the answer to any question is "None" or "Not Applicable," please so state. If more space is needed for any answer, additional sheets may be attached.

Your answers will be kept confidential at all times. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such parties as it deems appropriate to establish the availability of exemptions from registration or qualification requirements under federal and state securities laws.

1. IDENTIFICATION

1.1 Name(s) in which the Offered Securities are to be registered:

1.2 Tax Identification Number:

1.3 Address of principal place of business:

1.4 Telephone number:_____

1.5 Jurisdiction of formation or of incorporation (Name the State or Country):

1.6 Form of entity (e.g., corporation, general partnership, limited partnership, trust, etc.):

1.7 Nature of business (e.g., investment, banking, manufacturing, venture capital investment fund, etc.):

2. ACCREDITATION

2.1 Amount of the proposed investment: $ _____

2.2 Is the entity's cash flow from all sources sufficient to satisfy its current needs, including possible contingencies, such that the entity has no need for liquidity in this proposed investment?
Yes_____ No_____

2.3 Was the entity specifically formed for the purpose of investing in the Company? Yes_____ No_____

2.4 Does the entity have the ability to bear the economic risk of the investment, i.e., can the entity afford to lose its entire investment?
Yes_____ No_____

2.5 Is the entity an employee benefit plan governed by the Employee Retirement Income Security Act of 1974 (a 401(k) Plan, Keogh Plan, pension plan, etc., maintained by an employer for its employees)?
Yes_____ No_____

IF YES, please indicate which, if any, of the following categories accurately describes the entity:

_____ the employee benefit plan has total assets in excess of $5,000,000.

_____ the plan is a self-directed plan with investment decisions made solely by persons listed in Section 2.6 below or who are individuals, and each such individual has a net worth in excess $1,000,000 or had an individual income in excess of $200,000 in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year.

_____ investment decisions are made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment advisor.

2.6 Please indicate which, if any, of the following categories accurately describes the entity:
_____ A bank.
_____ A savings and loan association.
_____ A broker-dealer registered under Section 15 of the Securities Exchange Act of 1934.
_____ An insurance company.
_____ An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act.

_____ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

_____ A private business development company defined in Section 202(a)(22) of the Investment Advisors Act of 1940.

_____ An organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of $5,000,000 not formed for the purpose of investing in the Company.

_____ A corporation with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.

_____ A partnership with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.

_____ A Massachusetts or similar business trust with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.

_____ Any other trust with total assets in excess of $5,000,000, not formed for the purpose of investing in the Company.

2.7 Please indicate if one of the following describes the equity owners of the entity:

_____ Each equity owner of the entity (i.e., all shareholders, all general and/or limited partners or all beneficiaries, as applicable) is an individual whose net worth or joint net worth with his or her spouse exceeds $1,000,000.

_____ Each equity owner of the entity is an individual who had a personal income in excess of $200,000 in each of the two (2) most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and reasonably expects to reach the same income level in the current year.

_____ Each equity owner of the entity is an entity described in at least one category of Question 2.6 above.

_____ Although not all equity owners are described in the same category above in this Question 2.7, each equity owner is described in at least one such category.

2.8 Please indicate which of the following also describes the equity owners of the entity:

_____ Each equity owner of the entity has, by reason of his, her or its business and financial experience, the capacity to evaluate the merits and risks of the entity's proposed investment and to protect his, her or its own interests in connection with the investment.

_____ Each of the equity owners of the entity is able to bear the economic risk of the entity's investment, i.e., can afford loss of the entity's entire investment.

_____ The beneficial interest of each equity owner in the entity's proposed investment is less than 10% of such equity owner's net worth, or joint net worth with his or her spouse.

_____ Although not all equity owners are described in the same category above in this Question 2.8, each equity owner is described in at least one such category.

3. ADDITIONAL INFORMATION

3.1 Has your entity previously invested in private placements of securities of newly-formed, non-public companies or companies without a history of significant profits or earnings?

Never _____ Rarely _____ On Several Occasions _____

3.2 Does your entity, by reason of its business and financial knowledge and experience, have the capacity to evaluate the merits and risks of the entity's proposed investment and to protect the entity's own interests in connection with its investment in the Company?

Yes _____ No _____

IF YES, please describe the business and financial knowledge and experience, indicating factual basis for your conclusion that the entity has such capacity.

3.3 Do the persons responsible for making the investment decision for the entity, by reason of their business and financial knowledge and experience, have the capacity to evaluate the merits and risks of the entity's proposed investment?

Yes _____ No _____

IF YES, please describe the business and financial knowledge and experience, indicating factual basis for your conclusion that those persons have such capacity.

3.4 If you have used the services of a securities broker or dealer or a finder in submitting subscription documentation for the Shares, please identify the broker, dealer or finder:

3.5 Are you relying on the business or financial experience of an accountant, attorney or other professional advisor in evaluating the merits and risks of this investment in order to protect your own interest?

Yes_____ No_____

IF YES, please (a) have your advisor complete the Company's form of Advisor's Questionnaire and submit it with this Questionnaire, and (b) identify the advisor.

Name of professional advisor: _____

4. EXECUTION

The information provided in this Questionnaire is true and complete as of the date provided below in all material respects and the undersigned recognizes that the Company is relying on the truth and accuracy of such information. The undersigned agrees to notify the Company promptly of any changes in the foregoing information that may occur prior to the closing of the sale of Shares of the Company.

Name of Entity:
(Please Print or Type)

By:_____
(Signature)

Name:_____
(Please Print or Type)

Title:_____
(Please Print or Type)

Date:_____

Exhibit C

OPINION OF COMPANY COUNSEL

Fenwick
FENWICK & WEST LLP
SILICON VALLEY 801 CALIFORNIA STREET MOUNTAIN VIEW, CA 94041
TEL: 650.988.8500 FAX: 650.938.5200 WWW.FENWICK.COM

July 29, 2015

To the Investors of Common Stock of
Amyris, Inc. Who are Listed as Investing
on the Date Hereof on the Signature Pages to the Exchange Agreement

Ladies and Gentlemen:

We have acted as counsel for Amyris, Inc., a Delaware corporation (the "***Company***"), in connection with the sale on the date hereof by the Company to you of 61,295,415 shares (the "***Shares***") of the Company's Common Stock ("***Common Stock***") and warrants to purchase shares of the Company's Common Stock (the "***Warrant Shares***" and together with the Shares, the "***Securities***") pursuant to the Exchange Agreement, dated as of July 26, 2015 (the "***Exchange Agreement***"), among the Company and the parties whose names appear on the signature pages thereto (the "***Investors***"), and the execution and delivery by the Company of the (i) Amendment No. 6 to Amended and Restated Investors' Rights Agreement (the "***Rights Agreement Amendment***"), dated as of July 29, 2015, (ii) the Voting Agreement entered into by the Company with each respective Voting Stockholder (the "***Voting Agreements***"), (iii) the Total Warrants and (iv) the Temasek Warrants (the Temasek Warrants together with the Total Warrants, the "***Warrants***"). This opinion is given to you pursuant to Article 6(e) of the Exchange Agreement in connection with the Closing of the sale of the Securities. The Exchange Agreement, the Rights Agreement Amendment, the Voting Agreement and the Warrants are referred to herein together as the "***Transaction Documents***". Unless defined herein, capitalized terms used herein have the meaning given to them in the Exchange Agreement.

We have examined such matters of law as we reasonably considered necessary for the purpose of rendering this opinion. As to matters of fact material to the opinions expressed herein, we have relied upon the representations and warranties as to factual matters contained in, and made by the Company pursuant to, the Exchange Agreement and upon certificates and statements of government officials and of officers of the Company, including but not limited to a certificate of the Company to us (the "***Opinion Certificate***"). In addition, we have examined originals or copies of documents, corporate records and other writings that are listed in Exhibit A attached hereto (the "***Reviewed Agreements***") and have not conducted any other factual examination except as listed on Exhibit A. In such examination, we have assumed that the signatures on documents and instruments examined by us are authentic, that each is what it purports to be, and that all documents and instruments submitted to us as copies or facsimiles conform with the originals, which facts we have not independently verified.

In making our examination of documents (including the Transaction Documents) and rendering our opinions, we have further assumed that, except for the Company with respect to the Transaction Documents, (a) each party to such documents had the entity power and entity

authority to enter into and perform all of such party's obligations thereunder, (b) each party to such documents has duly authorized, executed and delivered such documents, and (c) each of such documents is enforceable against and binding upon the parties thereto. We have also assumed that (i) the representations and warranties of the Investors set forth in the Transaction Documents are accurate and complete, (ii) there is no fact or circumstance relating to you or your business that might prevent you from enforcing any of your rights provided for in the Transaction Documents, and (iii) there are no extrinsic agreements or understandings among the parties to the Transaction Documents or among the parties to the Reviewed Agreements expressly identified on Exhibit A hereto that would modify or interpret the terms of the Transaction Documents or Reviewed Agreements or the respective rights or obligations of the parties thereto.

Notwithstanding the examination described above, the expressions "to our knowledge", "known to us", "our actual knowledge" or words of similar import when used in this opinion letter, refer to the current actual knowledge of attorneys within the firm who have rendered legal services to the Company in connection with the Transaction Documents and means that, while such attorneys have not been informed by the Company that a matter stated is factually incorrect, we have made no independent factual investigation with respect to such matter. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Company or the rendering of the opinions set forth below.

Where statements in this opinion concerning the Company, or an effect on the Company, are qualified by the term "material" or "materially," those statements involve judgments and opinions as to the materiality or lack of materiality of any matter to the Company's business, assets, results of operations or financial condition that are entirely those of the Company and its officers.

We express no opinion as to matters governed by any laws other than the laws of the State of California, the Delaware General Corporation Law (the "***DGCL***") and the federal law of the United States of America, including the rules and regulations promulgated by governmental authorities thereunder, as such laws, rules and regulations exist on the date hereof (collectively, "***Applicable Laws***"). We express no opinion as to whether the laws of any particular jurisdiction apply, or to the extent that the laws of any jurisdiction other than those identified above are applicable to the Transaction Documents or the transactions contemplated thereby.

In rendering the opinion set forth in paragraph (1) (Qualification to Do Business) below as to the valid existence and good standing of the Company under the laws of the State of Delaware and as to its qualification to do business as a foreign corporation in good standing under the laws of the State of California, we have relied exclusively on certificates of public officials and the Opinion Certificate.

In rendering the opinion set forth in paragraph (2) (Authority and Power to Do Business) below concerning the Company's corporate power and corporate authority to conduct its business as it is presently conducted and as to the types of businesses the Company presently conducts, we have relied exclusively upon representations made to us in the Opinion Certificate.

We note that the parties to the Exchange Agreement have designated the laws of the State of Delaware as the laws governing the Exchange Agreement. Notwithstanding the designation therein of the laws of the State of Delaware, our opinion in paragraph (4) (Enforceability) below as to the validity, binding effect and enforceability of the Exchange Agreement is premised upon the results that would be obtained if a California court were to apply the internal laws of the State of California to contracts made between California residents present in California when the Exchange Agreement is entered into and, where applicable, the currently effective DGCL, without regard to laws regarding choice of law or conflict of laws.

In rendering the opinions set forth herein, although the aggregate number of shares of Common Stock issuable upon the exercise of all of the Warrants as of the date hereof is not determinable, we have assumed that, (i) the Company has a sufficient number of authorized and unissued shares of Common Stock currently available for the total number of shares of Common Stock exercisable as of the date hereof, (ii) as of each and every time any of the Warrants are exercised and/or converted after the date hereof, the Company will have a sufficient number of authorized and unissued shares of Common Stock available for issuance under the Restated Certificate to permit full exercise and/or conversion of each of the Warrants in accordance with its terms without the breach or violation of any other agreement, commitment or obligation of the Company and (iii) in the event that any of the Warrants are exercised and/or converted after the date hereof and the Company does not have a sufficient number of authorized and unissued shares of Common Stock available for issuance under the Restated Certificate, the Company will take all necessary corporate action to authorize a sufficient number of shares of Common Stock for exercise of such Warrants.

In rendering the opinion in paragraph (6) (No Violations) below relating to violations of Applicable Laws, and paragraph (7) (No Consents) below relating to consents, approvals, authorizations and filings under, or pursuant to, Applicable Laws, such opinions are limited to Applicable Laws that in our experience are typically applicable to transactions of the nature provided for in the Transaction Documents. Moreover, we render no opinion in such paragraphs, or in paragraph (4) (Enforceability), regarding the Company's compliance with applicable securities laws, including but not limited to laws regarding the registration or qualification of the offer and sale of securities, or the registration by the Company under any such securities laws, and no such opinion should be inferred from the language of those paragraphs. Any opinion rendered in connection with applicable securities laws is rendered solely and expressly in paragraphs (8) (Securities Law Compliance) and (10) (Not an Investment Company) below.

In rendering the opinion in paragraph (6) (No Violations) below regarding breach of, or default under, any Reviewed Agreements set forth in Exhibit A, we have not reviewed, and express no opinion on, (a) financial covenants or similar provisions requiring financial calculations or determinations to ascertain whether there is any breach or default nor (b) provisions relating to the occurrence of a "material adverse event" or words of similar import. We also do not express any opinion on parol evidence bearing on interpretation or construction of such Reviewed Agreements, or on any oral modifications to such Reviewed Agreements made by the parties thereto. Moreover, to the extent that any of the Reviewed Agreements are governed by the laws of any jurisdiction other than the State of California our opinion relating to those agreements is based solely upon the plain meaning of their language as though California law applied, without regard to interpretation or construction that might be indicated by the laws stated as governing those agreements.

In rendering the opinion expressed in paragraph (8) (Securities Law Compliance) below, we have assumed the accuracy of, and have relied upon, the Company's representations to us that the Company has made no offer to sell the Shares or the Warrants by means of any general solicitation or publication of any advertisement therefor, and we have assumed that the offer and sale of the Shares and the Warrants is not integrated with any future securities offering of the Company.

This opinion is qualified by, and we render no opinion with respect to, or as to the effect of, the following:

(a) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the relief of debtors or the rights and remedies of creditors generally, including without limitation the effect of statutory or other law regarding fraudulent transfers, preferential transfers and equitable subordination;

(b) general principles of equity, including but not limited to judicial decisions holding that certain provisions are unenforceable when their enforcement would violate the implied covenant of good faith and fair dealing, would be commercially unreasonable or involve undue delay, whether or not such principles or decisions have been codified by statute, or that result from the exercise of the court's discretion;

(c) Section 1670.5 of the California Civil Code or any other California or United States federal law or provision of the DGCL or equitable principle which provides that a court may refuse to enforce, or may limit the application of, a contract or any clause thereof that the court finds to have been unconscionable at the time it was made, unconscionable in performance or contrary to public policy;

(d) any provision purporting to (i) exclude conflict of law principles under any law or (ii) select certain courts as the venue, or establish a particular jurisdiction as the forum, for the adjudication of any controversy;

(e) judicial decisions, that may permit the introduction of extrinsic evidence to modify the terms or the interpretation of any agreement;

(f) the tax or accounting consequences of any transaction contemplated in connection with the sale of the Securities under applicable tax laws and regulations and under applicable accounting rules, regulations, releases, statements, interpretations or technical bulletins;

(g) applicable antifraud statutes, rules or regulations of United States federal or applicable state laws concerning the issuance or sale of securities, including, without limitation, (i) the accuracy and completeness of the information provided by the Company to the Investors in connection with the offer and sale of the Securities, and (ii) the accuracy or fairness of the past, present or future fair market value of any securities;

(h) the effect any breach of the fiduciary duties of the members of the Company's Board of Directors, officers or principal stockholders would have on the enforceability authorization and performance of any agreement;

(i) whether or not any Transaction Document, and the transactions provided for therein, were fair and reasonable to the Company at the time of their authorization by the Company's Board of Directors and stockholders within the meaning of Section 144 of the DGCL;

(j) any provisions stating that (i) rights or remedies are not exclusive, (ii) rights or remedies may be exercised without notice, (iii) every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy or (iv) the failure to exercise, or any delay in exercising, rights or remedies available under an agreement will not operate as a waiver of any such right or remedy;

(k) provisions stating that rights set forth in the agreement in which such provision appears may only be waived in writing if an implied agreement by trade practice or course of conduct has given rise to a waiver or that limit the effect of waivers by trade practice or course of conduct;

(l) any United States federal or other antitrust laws, statutes, rules or regulations, including without limitation the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or other laws relating to collusive or unfair trade practices or designed to promote competition in any jurisdiction;

(m) any provision purporting to (i) waive rights to trial by jury, service of process or objections to the laying of venue or forum in connection with any litigation arising out of or pertaining to the agreement in which such provision appears, (ii) change or waive the rules of evidence, make determinations conclusive or fix the method or quantum of proof or (iii) waive the statute of limitations;

(n) any choice of law clause, to the extent the provision to be governed by that law could be determined by the court (i) to be contrary to a public or fundamental policy of a state or country whose law would apply in the absence of a choice of law clause, and (ii) to involve an issue in which such state or country, or California State, has a materially greater interest in the determination of the particular issue than does the state whose law is chosen;

(o) any United States federal laws, statutes, rules or regulations, including without limitation the International Investment and Trade in Services Survey Act (Title 22 of the United States Code, Chapter 46, §§3101-3108), or other state or foreign investment laws, statutes, rules and regulations governing investments in the United States or in U.S. entities by persons that are not citizens of the United States; and

(p) indemnification and contribution provisions to the extent enforcement of such provisions is contrary to public policy, indemnify a party to a contract against such party’s actions taken in bad faith or that constitute a breach of fiduciary duties, or indemnify a party against liability for future conduct or the party’s own fraud or wrongful, reckless or negligent acts or omissions.

In accordance with Section 95 of the American Law Institute's Restatement (Third) of the Law Governing Lawyers (2000), this opinion letter is to be interpreted in accordance with

customary practices of lawyers rendering opinions to third parties in transactions of the type provided for in the Transaction Documents.

Based upon and subject to the foregoing, and except as set forth in the Exchange Agreement, as of immediately prior to the Closing we are of the following opinion.

(1) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company is qualified to do business as a foreign corporation in good standing under the laws of the State of California.

(2) The Company has all corporate power and corporate authority required to execute, deliver and perform its obligations under the Transaction Documents.

(3) All corporate action has been taken on the part of the Company's Board of Directors and stockholders that (a) is necessary for the execution and delivery of the Transaction Documents (other than the Voting Agreement as to which we render no opinion) by the Company, (b) must be taken by the Company to authorize the sale and issuance of the Securities on the date hereof, and (c) must be taken by the Company as of the date hereof to authorize performance by the Company of its obligations under the Transaction Documents.

(4) Each of the Transaction Documents has been duly executed by the Company and has been delivered by the Company to the Investors. Each of the Transaction Documents constitutes a valid and binding obligation of the Company, enforceable by you against the Company in accordance with its terms.

(5) The Shares to be issued to you under the Exchange Agreement, and the Warrant Shares are duly authorized, and when issued in compliance with the provisions of the Exchange Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares and Warrant Shares will not be subject to any preemptive rights, rights of first refusal or rights of first offer set forth in the Restated Certificate or Bylaws or any Reviewed Agreement set forth on Exhibit A (other than the Side Letter and the 2013 Securities Agreement, for which appropriate waivers have been obtained).

(6) The execution, delivery and performance of the Transaction Documents by the Company do not, as of the Closing, result in (a) a violation by the Company of the Restated Certificate or Bylaws, (b) a violation by the Company of any judgment or order of any court or governmental authority, (c) a violation by the Company of Applicable Law or (d) a material breach of, or a default under, any Reviewed Agreements set forth on Exhibit A.

(7) Other than those that previously may have been obtained or made, no consent, approval or authorization of, or filing with, any governmental authority pursuant to any Applicable Law is required to be made or obtained by the Company or any subsidiary of the Company in connection with the Company's (a) valid execution and delivery of the Transaction Documents, (b) performance of its obligations under the Exchange Agreement on the date hereof and (c) performance of its obligations under the other Transaction Documents as of the date hereof.

(8) Based in part upon the representations made by you in the Exchange Agreement, and subject to the filings of such securities law notices as may be required to be filed subsequent

to the Closing, the offer, sale and issuance of the Shares to be issued to you in conformity with the terms of the Exchange Agreement constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and exempt from the qualification requirements of Section 25110 of the California Corporate Securities Law of 1968, as amended.

(9) Based in part upon the representations made by you in the Exchange Agreement, and subject to the filings of such securities law notices as may be required to be filed subsequent to the Closing, the offer, sale and issuance of the Warrants and (assuming the Warrants were exercised on the date hereof) the issuance to you of the Warrant Shares, constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and exempt from the qualification requirements of Section 25110 of the California Corporate Securities Law of 1968, as amended.

(10) The Company is not and, after giving effect to the offering and sale of the Securities, will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

In addition to the foregoing opinions, based upon the foregoing and other than as set forth in the Exchange Agreement, we supplementally confirm the following to you as of immediately prior to the Closing.

Litigation Confirmation. To our knowledge, there is no action, suit, proceeding or investigation by or before any United States federal, California State or Delaware State court or governmental authority that is pending or threatened in writing against the Company and that questions the validity of the Transaction Documents or the right of the Company to enter into and perform its obligations under the Transaction Documents. Please note that we have not conducted a docket search in any jurisdiction with respect to any action, suit, proceeding or investigation that may be pending against the Company and we have not undertaken any search regarding any of its affiliates, officers or directors, nor, other than to request the Opinion Certificate from the Company, have we undertaken any further inquiry whatsoever in connection with the existence any such action, suit, proceeding or investigation.

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This opinion is rendered as of the date first written above solely for your benefit in connection with the sale and issuance of the Securities pursuant to the Exchange Agreement and may not be relied on by, nor may any copy be delivered to, any other person or entity without our prior written consent. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters. This opinion is rendered on, and speaks only as of, the date of this letter first written above, is based solely on our understanding of facts in existence as of such date and does not address any potential changes in facts, circumstance or law that may occur after the date of this opinion letter. We assume no obligation to inform you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein.

Very truly yours,

FENWICK & WEST LLP

By: Daniel Winnike, a Partner

Exhibit A

Reviewed Agreements

1) The Exchange Agreement, the Rights Agreement, the Voting Agreements and the Letter Agreement dated February 23, 2012, as amended (the "***Side Letter***") by and among the Company and Naxyris S.A., Sualk Capital Ltd, Maxwell (Mauritius) Pte Ltd and Biolding Investment SA.

2) A copy of the Company's Restated Certificate of Incorporation, filed with the Delaware Secretary of State on September 30, 2010, and certified by the Delaware Secretary of State on September 30, 2010, as amended by that certain Certificate of Amendment of the Restated Certificate of Incorporation filed with the Delaware Secretary of State on May 9, 2013 and certified by the Delaware Secretary of State on May 9, 2013 and that certain Certificate of Amendment of the above-described Restated Certificate of Incorporation, dated May 12, 2014 and certified by the Delaware Secretary of State on May 12, 2014 (such Restated Certificate of Incorporation of the Company, as so amended, the "***Restated Certificate***") (the "***Restated Certificate***").

3) A copy of the Company's Amended and Restated Bylaws certified by the Company's Secretary on July 29, 2015 (the "***Bylaws***").

4) The Certificate of Incorporation of the Company filed with the Secretary of State of the State of California upon the Company's incorporation, the Certificate of Merger and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware upon the Company's re-incorporation in Delaware, the California and Delaware bylaws of the Company initially adopted by the Company and minutes of meetings and actions by written consent of the Company's incorporator(s), shareholders and Board of Directors that are contained in the Company's minute books.

5) Factual representations and warranties made to us by the Company, including those contained in an Opinion Certificate addressed to us and dated of even date herewith executed by the Company (the "***Opinion Certificate***").

6) A Certificate of Good Standing regarding the Company issued by the Secretary of State of the Delaware, dated July 27, 2015, indicating that the Company is qualified to do business, as a domestic corporation in that state (together with the letter referred to in item (7) below and the certificate referred to in item (8) below, the "***Certificate of Good Standing***").

7) A letter from the California Franchise Tax Board dated July 27, 2015to the effect that the Company is in good standing with respect to its California franchise tax filings and has no known unpaid franchise tax liability.

8) A Certificate of Good Standing from the Secretary of State of the State of California, indicating that the Company is in good standing and is qualified to do business as a foreign corporation therein.

9) A copy of the Series D Preferred Stock Purchase Agreement dated June 21, 2010.

10) A copy of the Amended and Restated Investors' Rights Agreement dated June 21, 2010, as amended by Amendment No. 1 thereto dated February 23, 2012, Amendment No. 2 thereto dated as of December 24, 2012, Amendment No. 3 thereto dated as of March 27, 2013, Amendment No. 4 thereto dated as of October 16, 2013 and Amendment No. 5 thereto dated December 24, 2013.

11) A copy of the Stock Purchase Agreement dated February 22, 2012 by and between the Company and the Purchasers listed on the signature pages thereto.

12) A copy of the Securities Purchase Agreement dated February 24, 2012 by and between the Company and the Purchasers listed on the signature pages thereto, the Senior Unsecured Convertible Notes issued thereunder and the Registration Rights Agreement by and between the Company and Purchasers listed on the signature pages thereto, dated February 27, 2012.

13) Copies of those Common Stock Purchase Agreements dated May 18, 2012 by and between the Company and certain Company stockholders.

14) Securities Purchase Agreement dated July 30, 2012 by and between the Company and Total Energies Nouvelles Activités USA, the Senior Unsecured Convertible Notes issued thereunder and the Registration Rights Agreement by and between the Company and Total Energies Nouvelles Activités USA dated July 30, 2012.

15) A copy of the Securities Purchase Agreement dated March 27, 2013 by and among the Company and purchasers listed on the signature pages thereto.

16) A copy of the Securities Purchase Agreement dated August 8, 2013, as amended by Amendment No. 1 to Securities Purchase Agreement dated as of October 16, 2013 by and among the Company and purchasers listed on the signature pages thereto and by Amendment No. 2 to Securities Purchase Agreement dated December 23, 2013 by and among the Company and purchasers listed on the signature pages thereto (as amended, the "***2013 Securities Agreement***"); and the Warrant to purchase shares of Common Stock of the Company issued pursuant thereto.

17) A copy of the Loan and Security Agreement dated as of March 29, 2014, by and among the Company and purchasers listed on the signature pages thereto (the "***Loan and Security Agreement***").

Exhibit D-1

TOTAL EQUITY FUNDING WARRANT

Exhibit D-2

TOTAL R&D WARRANT

Exhibit E-1

TEMASEK 2015 WARRANT

Exhibit E-2

TEMASEK FUNDING WARRANT

Exhibit E-3

TEMASEK R&D WARRANT

Exhibit F

VOTING AGREEMENT

Exhibit G

MATURITY TREATMENT AGREEMENT

Exhibit 4.47

Maturity Treatment Agreement

To the Investors Listed On Schedule A hereto

Dear Investors:

In connection with that certain Exchange Agreement (the "***Exchange Agreement***"), of even date herewith, by and among Amyris, Inc., a Delaware corporation (the "***Company***"), and the investors listed on Schedule I thereto (each, an "***Investor***", and collectively, the "***Investors***"), the Company and the Investors are hereby entering into this Maturity Treatment Agreement (this "***Maturity Treatment Agreement***").

Reference is made to (i) those certain Tranche I Senior Convertible Notes (the "***Tranche I Notes***") and Tranche II Senior Convertible Notes (the "***Tranche II Notes***", and together with the Tranche I Notes, the "***Tranche Notes***") sold and issued by the Company pursuant to that certain Securities Purchase Agreement, among the Company and the Purchasers listed thereon, dated as of August 8, 2013 (as amended from time to time) (the "***Tranche SPA***"), (ii) those certain 6.50% Convertible Senior Notes due 2019 (the "***144A Notes***") sold and issued by the Company pursuant to that certain Purchase Agreement between the Company and Morgan Stanley & Co. LLC, as the initial purchaser, dated as of May 22, 2014 and (iii) that certain Indenture (the "***Indenture***") between the Company and Wells Fargo Bank, National Association on May 29, 2014 with respect to the 144A Notes.

Capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Exchange Agreement.

The Company and the undersigned Investors (and each of their respective affiliates, successors or assigns) agree to the following:

1 . Treatment of Remaining Convertible Notes at Maturity. In connection with, and conditioned upon, the Closing, each Investor hereby agrees to convert the respective Tranche Notes and 144A Notes held by such Investor that remain outstanding and have not been Exchanged as of the Closing Date under the terms of the Exchange Agreement (collectively, the "***Maturity Conversion Notes***"), into shares of common stock of the Company before or upon the maturity of each such Maturity Conversion Note (in the amount and on such terms as set forth in each such Maturity Conversion Note), notwithstanding the terms of the respective Maturity Conversion Notes regarding cash payment at maturity (the "***Maturity Conversion Requirement***"), provided, however, that upon and after the occurrence of any Default (as such term is respectively defined in each of the Maturity Conversion Notes and the Indenture) other than a Default arising from the Company's failure to pay the outstanding principal and accrued interest on such Maturity Conversion Notes at maturity (provided that the Company has not defaulted in its obligation to deliver the Common Stock issuable upon conversion of the Maturity Conversion Notes), such Investor (i) will no longer be bound by the Maturity Conversion Requirement with respect to any of the Maturity Conversion Notes, and (ii) will have the rights

as set forth in the Maturity Conversion Notes, including to accelerate the Balance (as such term is defined in the Tranche Notes), and the Principal Amount (as such term is defined in the Indenture), including all accrued and unpaid interest and all other amounts owing as a result of any Default becoming an Event of Default (as such term is respectively defined in each of the Maturity Conversion Notes and the Indenture), either by election or automatically, as applicable, and such Maturity Conversion Note(s) will then be due and payable immediately in full and in cash or as otherwise elected by such Investor pursuant to the terms thereof, it being understood and agreed that the rights of such Investors and the obligations of the Company upon and during the continuance of an Event of Default shall be unmodified by the terms of this Maturity Treatment Agreement, other than the rights, if any, of the Company to cure such Event of Default.

2. Other Indebtedness. The Company agrees that so long as an Investor holds at least $5,000,000 of Maturity Conversion Notes, the Company shall not incur any material Debt (as defined in the Tranche Notes), prepay any existing material Debt or materially amend the terms of its existing Debt, in each case without such Investor's prior written consent.

3. Additional Agreement. The Company and Total agree not to enter into any side letter or take any other actions to frustrate the issuance of the shares pursuant to the conversion of the Maturity Treatment Notes in accordance with the terms hereof.

4. Entire Agreement. This Maturity Treatment Agreement and the Exchange Agreement and the agreements contemplated thereby set forth the entire understanding between the parties hereto relating to the subject matter hereof and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the Company and the Investors. The remaining terms of the Maturity Conversion Notes (other than as expressly modified hereby) shall remain in full force and effect and are incorporated herein by this reference.

5. Assignment. This Maturity Treatment Agreement may not be transferred or assigned (whether by operation of law or otherwise) by any party without the prior written consent of the other parties hereto.

6. Governing Law.

(a) This Maturity Treatment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into therein, without reference to principles of choice of law or conflicts of laws that might lead to the application of laws other than the laws of the State of Delaware.

(b) Any and all disputes arising out of, or in connection with, the interpretation, performance, or nonperformance of this Maturity Treatment Agreement or any and all disputes arising out of, or in connection with, transactions in any way related to this Maturity Treatment Agreement and/or the relationship between the parties shall be resolved pursuant to Section 8.6 of the Exchange Agreement.

7 . Counterparts. This Maturity Treatment Agreement may be executed in one ormore counterparts, which shall together constitute one agreement.

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Very truly yours,

AMYRIS, INC.

/s/ John G. Melo
Name: John G. Melo
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO MATURITY TREATMENT AGREEMENT]

Acknowledge and Agreed as of the date first written above

INVESTOR:

Maxwell (Mauritius) Pte Ltd

By: /s/ Poy Weng Chuen
(signature)

Name: POY WENG CHUEN
(printed name)

Title DIRECTOR

Address

Fax:

E-mail

[SIGNATURE PAGE TO MATURITY TREATMENT AGREEMENT]

Acknowledge and Agreed as of the date first written above

INVESTOR:

Total Energies Nouvelles Activities USA (f.k.a Total Gas & Power USA, SAS)

By: /s/ Bernard Clement
(signature)

Name: BERNARD CLEMENT
(printed name)

Title President

Address

Fax

E-mail:

[SIGNATURE PAGE TO MATURITY TREATMENT AGREEMENT]

Schedule A

Investor

Maxwell (Mauritius) Pte Ltd ("Temasek")

Total Energies Nouvelles Activités USA ("Total")

Exhibit 10.01

Execution Version

CONFIDENTIAL TREATMENT REQUESTED. CERTAIN PORTIONS OF THIS DOCUMENT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND, WHERE APPLICABLE, HAVE BEEN MARKED WITH AN ASTERISK TO DENOTE WHERE OMISSIONS HAVE BEEN MADE. THE CONFIDENTIAL MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Total Energies Nouvelles Activités USA
24 Cours Michelet
92800 Puteaux
France

July 26, 2015

Amyris, Inc.
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Attention: Mr. John Melo, President & CEO

RE: Restructuring of Total Amyris BioSolutions B.V.

Reference is made to that certain Amended and Restated Master Framework Agreement, dated as of December 2, 2013 and amended on April 1, 2015 (the "Framework Agreement"), by and between Amyris, Inc., a Delaware corporation ("Amyris"), and Total Energies Nouvelles Activités USA (formerly known as Total Gas & Power USA, SAS), a *société par actions simplifiée* organized under the laws of the Republic of France ("TENA"), that Shareholders' Agreement dated as of December 2, 2013 (the "Original Shareholders' Agreement") among Amyris, TENA and Total Amyris BioSolutions B.V. ("TAB"), that certain License Agreement dated as of December 2, 2013 (the "Original License Agreement") by and between Amyris and TAB, the Deed of Incorporation of TAB, dated as of November 29, 2013 (the "TAB Articles"), and that certain Exchange Agreement, dated as of even date hereof (the "Exchange Agreement"), by and between Amyris and TENA and certain other investors. Capitalized terms used herein and not defined shall have the meanings given to such terms in the Framework Agreement or the Original Shareholders' Agreement.

On or before September 18, 2015, Amyris and TENA shall, shall cause TAB to, and shall use their best efforts to cause the relevant third parties to, take the following steps at one contemporaneous closing (the "Closing") to be held at the offices of Linklaters in Amsterdam in order to restructure the shareholding and governance of TAB and grant certain intellectual property licenses to TAB and TENA:

1. Termination of the Escrow Agreement, dated December 2, 2013, and transfer of the Share A and the Preferred Shares currently held by Stichting Total Amyris BioSolutions (the "Escrow Agent") to Amyris by:
    - O TENA, Amyris, TAB and the Escrow Agent entering into a customary short-form termination agreement in relation to the Escrow Agreement, the form of such termination agreement to be negotiated in good faith between TENA, Amyris and TAB in the period prior to Closing, which termination agreement shall terminate all rights, obligations and arrangements (including the agency of the Escrow Agent) under the Escrow Agreement, effective as per the effectuation of Closing;

    - O TENA and the Escrow Agent providing written notice to TAB and Bart Jan Kuck, in his capacity as civil law notary (the "Notary"), confirming that (i) the "Condition Precedent" (as defined in the deed of Transfer of Share A subject to Condition Precedent, dated December 2, 2013) and (ii) the "Conditions Precedent" (as defined in the deed of

Transfer of Preferred Shares subject to Conditions Precedent, dated December 2, 2013) can no longer be fulfilled;

- the execution by Amyris the Escrow Agent and TENA of a short-form shareholders resolution of TAB approving the transfer of the Share A and the Preferred Shares to Amyris and waiving any and all pre-emptive rights in connection with such transfer, the form of such shareholders resolution to be negotiated in good faith between TENA, Amyris and TAB in the period prior to Closing; and

- Amyris, TAB and the Escrow Agent each executing in front of the Notary a customary notarial deed of transfer of shares pursuant to which the Escrow Agent shall transfer the legal title to the Share A and the Preferred Shares, free of any encumbrances (except for the pledge described in clause 6 below), to Amyris, the form of such notarial deed of transfer of shares to be negotiated in good faith between TENA, Amyris and TAB in the period prior to Closing;

- Amyris, TAB and the Escrow Agent each providing customary powers of attorney to each candidate civil law notary or notarial assistant of Linklaters to execute the deed of transfer on behalf of the respective parties at Closing;

- Amyris, TENA, Escrow Agent, and SGG Escrow Services B.V. terminating their Management Agreement, dated December 2, 2013; and

- Amyris and TENA dissolving (*ontbinden*) the Escrow Agent.

2. Amendment of the TAB Articles to convert the Share A, the Share B and the Preferred Shares with a nominal value of EUR 1 each into ordinary shares of TAB with a nominal value of EUR 0,01 each (i.e. as a result of such conversion Amyris will have 300 ordinary shares of TAB and TENA 100 ordinary shares of TAB) and to align the TAB Articles with the amended and restated Original Shareholders Agreement referred to in clause 3 below, in the form of the Notarial Deed of Amendment of the Articles of Association of TAB attached hereto as Annex A, by:
   - the adoption by Amyris and TENA of a short-form shareholders resolution of TAB approving the amendment of the Articles of Association (including a conversion of the shares in TAB) and granting a power of attorney to each candidate civil law notary or notarial assistant of Linklaters to execute the Notarial Deed of Amendment of the Articles of Association at Closing, the form of such shareholders resolution to be negotiated in good faith between TENA, Amyris and TAB in the period prior to Closing; and

   - the execution in front of the Notary of the Notarial Deed of Amendment of the Articles of Association;
3. Amendment and restatement of the Original Shareholders Agreement by Amyris, TENA and TAB entering into the amended and restated agreement in the agreed form attached hereto as Annex B;

4. Amendment and restatement of the Original License Agreement by Amyris and TAB entering into the amended and restated jet fuel license agreement in the agreed form attached hereto as Annex C;

5. Grant to TENA of an exclusive commercialization license for diesel fuel in the EU by Amyris and TENA executing the license agreement regarding diesel fuel in the EU, in the agreed form attached hereto as Annex D;

6. Termination of the existing Deed of Pledge dated December 2, 2013, by the execution by Amyris and TENA of a customary deed of release, the form of such deed of release to be negotiated in good faith between Amyris and TENA in the period prior to Closing;

7. Amyris to sell to TENA, and TENA to acquire from Amyris, 200 ordinary shares in TAB in exchange for (i) USD 5 million in principal amount of 1.5% convertible notes due 2017 (the "R&D Notes"), (ii) the accrued and unpaid interest on all USD 75 million in principal amount of R&D Notes outstanding prior to Closing, (iii) the EUR 50,000 in principal amount of the Class A Note, and (iv) the accrued and unpaid interest on the Class A Note by:
   - O Amyris, TENA and TAB executing a customary notarial deed of sale and transfer in front of the Notary pursuant to which 200 ordinary shares in TAB are sold and transferred by and from Amyris to TENA with the consideration being as set forth in this clause 7, the form of such notarial deed of sale and transfer of shares to be negotiated between TENA and Amyris acting in good faith prior to Closing; and

   - O Amyris, TENA and TAB each providing customary powers of attorney to each candidate civil law notary or notarial assistant of Linklaters to execute the deed of sale and transfer on behalf of the respective parties at Closing, the form of such powers of attorney to be negotiated between TENA and Amyris acting in good faith prior to Closing;

8. Amyris and TENA to grant customary New York law reciprocal share pledges over their shares in TAB to secure the performance of their obligations under the amended and restated Original Shareholders Agreement by:
   - o Amyris, TENA and TAB executing a pledge agreement in the form of a notarial deed in front of the Notary pursuant to which the reciprocal share pledges/charged are granted, the form of such pledge agreement to be based on the existing Deed of Pledge and to be negotiated in good faith between TENA and Amyris in the period prior to Closing; and

   - o Amyris, TENA and TAB each providing customary powers of attorney to each candidate civil law notary or notarial assistant of Linklaters to execute the pledge agreement on behalf of the respective parties at Closing, the form of such powers of attorney to be negotiated between TENA and Amyris acting in good faith prior to Closing.

9. Amyris and TENA terminating the Framework Agreement pursuant to a customary short-form termination agreement in relation to the Framework Agreement, the form of such termination agreement to be negotiated in good faith between TENA and Amyris in the period prior to Closing;

10. Amyris and TENA modifying their agreements in relation to Novvi LLC by:
    - O Amendment to the IP license agreement dated March 26, 2013 between Amyris and Novvi LLC by Amyris and Novvi LLC entering into the amendment no.1 in the form attached hereto as Annex E; to be followed by

    - o Amyris and TENA amending or terminating their side letter regarding diesel and jet fuel dated December 2, 2013 pursuant to a customary short-form amendment or, as the case may be, termination agreement in relation to this side letter, the form of such amendment or agreement to be consistent with Annex E and negotiated in good faith between TENA and Amyris and TAB in the period prior to Closing; and

    - o Amyris, TAB and Novvi LLC terminating their amended and restated letter agreement containing clarifications to the IP license agreement, dated November 30, 2013 pursuant to a customary short-form termination agreement, the form of such termination

agreement to be consistent with Annex E and negotiated in good faith between Novvi LLC, Amyris and TAB in the period prior to Closing; and

Each of Amyris and TENA shall, shall cause TAB to, and shall use its best efforts to cause any relevant third parties (including the Escrow Agent) to execute and deliver such instruments, documents and other papers, give such written assurances, give such written consents and do, or cause to be done, all things otherwise necessary, proper or advisable under applicable law, and otherwise cooperate with each other, in each case as may be required or reasonably requested by any other Party in order to cause, evidence, reflect, consummate and make effective any and all of the matters contemplated by this letter agreement.

This letter agreement, and the provisions, rights, obligations, and conditions set forth herein, and the legal relations between the parties hereto, including all disputes and claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of law provisions. No amendment, modification, termination or cancellation of this letter agreement shall be effective unless it is in writing signed by Amyris and TENA. In the event that any provision of this letter agreement or the application of any provision hereof is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this letter agreement shall not be affected except to the extent necessary to delete such illegal, invalid, or unenforceable provision unless that provision held invalid shall substantially impair the benefits of the remaining portions of this letter agreement. This letter agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when signed by each party hereto and delivered to the other party.

* * * *

Very truly yours,

TOTAL ENERGIES NOUVELLES ACTIVITES USA

By: /s/ Bernard Clement
Name: Bernard Clement
Title President

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

AMYRIS, INC.

By: _____
Name: John Melo
Title: President & CEO

[*Signature Page to JVCO Restructuring Letter Agreement*]

Very truly yours,

TOTAL ENERGIES NOUVELLES ACTIVITES USA

By: _____
Name: Bernard Clement
Title President

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

AMYRIS, INC.

By: /s/ John Melo
Name: John Melo
Title: President & CEO

[*Signature Page to JVCO Restructuring Letter Agreement*]

ANNEX A

Dated ● 2015

Total Amyris BioSolutions B.V.

DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION

Linklaters

Linklaters LLP
World Trade Centre Amsterdam
Zuidplein 180
1077 XV Amsterdam

Telephone (+31) 20 799 6200
Facsimile (+31) 20 799 6340

Ref BJK/CC/

NOTE ABOUT TRANSLATION:

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. The definitions in article 1.1 of this document are listed in the English alphabetical order which may differ from the Dutch alphabetical order.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION
(Total Amyris BioSolutions B.V.)

This • day of • two thousand fifteen, there appeared before me, , civil law notary in Amsterdam, the Netherlands:
•.
The person appearing declared the following:
The shareholders of **Total Amyris BioSolutions B.V.** , a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office at Hoogoorddreef 15, 1101 BA Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 59337494 (the "**Company**"), resolved on the ● day of ● two thousand fifteen to amend and completely readopt the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by a [copy of a] written shareholders' resolution attached to this deed (Annex).
The articles of association of the Company were established at the incorporation of the Company, by a deed, executed on the twenty-ninth day of November two thousand thirteen before , civil law notary in Amsterdam, the Netherlands. The articles of association of the Company have not been amended since. In implementing the aforementioned resolution, the articles of association of the Company are hereby amended and completely readopted as follows.

Articles of association:

1 Definitions and interpretation

1.1 In these articles of association, the following terms shall have the following meanings:

"Amyris, Inc." means Amyris, Inc., a corporation incorporated under the laws of Delaware, United States of America, having its registered office at 5885 Hollis Street, Suite 100, Emeryville, CA 94608, United States of America, registered with the Secretary of State of Delaware, United States of America, under number 4768633.

"**Amyris License Agreement**" means the "Amended and Restated Jet Fuel License Agreement" (including schedules and exhibits), entered into between Amyris, Inc. and the Company as on or about the [_____day of _____ two thousand fifteen], as amended from time to time.

"**Business Days**" means any day other than (i) Saturday or Sunday, (ii) any day that is a legal holiday pursuant to the laws of the State of New York, United States of America, the Republic of France, or the European part of the Netherlands or (iii) any day that is a day on which banking institutions located in New York, New York, United States of America, Paris, the Republic of France or Amsterdam, the Netherlands, are authorized or required by law or other governmental action to close.

"**Cause**" means (i) the conviction of a Person by a court of competent jurisdiction of, or a plea by a Person of guilty or no contest to, a felony or any crime of theft, forgery, fraud, misappropriation or embezzlement, or (ii) the commission of theft, forgery, fraud, wilful misconduct, gross negligence, misappropriation or embezzlement against a Party or an Affiliate (as defined in the JVA) thereof.

"**Company**" means the company the internal organisation of which is governed by these articles of association.

"**Distributable Equity**" means the part of the Company's equity which exceeds the aggregate of the reserves that must be maintained pursuant to the laws of the Netherlands.

"**Fiscal Year**" has the meaning attributed thereto in article 18.1.

"General Meeting " means the body of the Company consisting of the Person or Persons to whom, as a Shareholder or otherwise, voting rights attached to the Shares accrue, or (as the case may be) a meeting of such Persons (or their representatives) and other Persons with Meeting Rights.

"in writing" means transmitted by letter, telecopier or e-mail, or any other electronic or written means of communication, provided the relevant message is legible and reproducible. "

"JVA" means the "Amended and Restated Shareholders' Agreement" (including schedules and exhibits) regarding the Company, entered into as on or about the [_____ day of _____two thousand fifteen] by and among TENA USA, Amyris, Inc. and the Company, as amended from time to time.

"Management Board" means the management board of the Company.

"Managing Director" means a member of the Management Board.

"Meeting Rights"" means the right to attend the General Meeting and to speak therein, as referred to in Section 2:227, subsection 1, of the Dutch Civil Code

"Officer" has the meaning attributed thereto in article 14.2.
"**Party"** means a party to the JVA.
"Person" means any individual, corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, firm, governmental entity or other enterprise, association, organization or entity.
"**Person with Meeting Rights**" means a Person to whom the Meeting Rights are granted.
"**Share**" means a share in the capital of the Company.
"**Shareholder**" means a holder of one or more Shares.
"**TENA USA**" means Total Energies Nouvelles Activités USA, a company incorporated under the laws of France (*société par actions simplifiée*), having its official seat (*siège social*) at 24 Cours Michelet, 92800 Puteaux, France, registered with the French Commercial Register (*Registre du Commerce et des Sociétés, Greffe du Tribunal de Commerce de Nanterre*) under number 505 028 118.

1.2 The Management Board and the General Meeting shall each constitute a distinct body of the Company.

1.3 The headings contained in these articles of association and in any annex are for reference purposes only and shall not affect in any way the meaning or interpretation of these articles of association. All annexes attached to these articles of association are hereby incorporated in and made a part of these articles of association as if set forth in full herein.

1.4 The definitions of the terms in these articles of association shall apply equally to the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "shall" shall be construed to have the same meaning and effect as the word "will." Unless the context requires otherwise (i) any definition of or reference to any contract, instrument or other document shall be construed as referring to such contract, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or otherwise set forth in such document); (ii) any reference herein to any Person shall be construed to include the Person's successors and permitted assigns; (iii) the words "herein," "hereof," "hereunder" and words of similar import shall be construed to refer to these articles of association in their entirety and not to any particular provision thereof; (iv) "day" shall mean calendar day, unless "Business Day" is expressly used; and (v) all references to articles shall be construed to refer to articles of these articles of association. The terms "euro" and "EUR" shall mean euro, the currency used by the Institutions of the European Union. The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive.

2 Name and official seat

2.1 The Company's name is:
Total Amyris BioSolutions B.V.

2.2 The Company has its official seat in Amsterdam, the Netherlands.

3 Objects

3.1 The objects of the Company are to develop, produce and commercialize jet fuels under the Amyris License Agreement, as well as to participate in, to manage and to finance other enterprises and companies and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

3.2 The Company purports to operate as a joint venture between Amyris, Inc. and TENA USA and, in pursuing its business, the Company shall act in accordance with the joint venture purposes as agreed or revised by Amyris, Inc. and TENA USA in writing from time to time, and the Company, the Managing Directors and the Shareholders will respect and give effect to the JVA.

4 Share capital

4.1 The share capital of the Company is divided into Shares with a nominal value of one euro cent (EUR 0,01) each, numbered from 1 onward.

4.2 All Shares shall be registered. No share certificates shall be issued.

5 Register

5.1 The Management Board shall keep a register of the names and addresses of the Shareholders as well as the names and addresses of the Persons with Meeting Rights.

5.2 Section 2:194 of the Dutch Civil Code applies to the register.

6 Issuance of Shares

6.1 Shares may be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer.

6.2 A resolution to issue Shares shall stipulate the issue price and the other conditions of issue.

6.3 The issuance of a Share shall furthermore require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties.

7 Own Shares

The Company may not acquire Shares or depositary receipts thereof.

8 Transfer of Shares

8.1 The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed the transferor, the transferee and to the extent relevant the Company shall be parties.

8.2 Unless the Company itself is party to the legal act, the rights attached to the Share can only be exercised after the Company has acknowledged said legal act or said deed has been served upon it, in accordance with the relevant provisions of the laws of the Netherlands.

9 Share transfer restrictions

Section A. Restrictions on transfers

9.1 A transfer of one or more Shares shall require the prior approval of the General Meeting.

9.2 The Shareholders undertake *vis-à-vis* each other and *vis-à-vis* the Company, for as long as the JVA is in place, to comply with the contractual transfer restrictions as provided for in the JVA and to not seek approval from the General Meeting as referred to in article 9.1 before having complied with the provisions of the JVA.

Section B. Civil law notary

9.3 Civil law notary

The Management Board shall provide the civil law notary with such confirmations as are reasonably required for the civil law notary to assess whether the relevant requirements for a transfer of Shares as laid down in this article 9 have been met, and the relevant civil law notary may rely on the confirmations given by the Management Board without any further inquiry.

10 Pledging of Shares and usufruct on Shares

10.1

The provisions of article 8 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct on Shares. In addition, the provisions of article 9 shall apply by analogy to the pledging of Shares. The Meeting Rights cannot be granted to a pledgee without voting rights.

10.2 Upon the creation or transfer of a usufruct on a Share, or afterwards, the voting rights attached to such Share may not be assigned to the usufructuary.

11 Depositary receipts for Shares

The Meeting Rights shall not be attached to depositary receipts for Shares.

12 Managing Directors

12.1 The Management Board shall consist of six (6) Managing Directors.

12.2 Both individuals and legal entities can be Managing Directors provided that the relevant individual or legal entity has not resigned or been removed as Managing Director for Cause previously.

12.3 Managing Directors are appointed by the General Meeting.

12.4 A Managing Director may be suspended or removed by the General Meeting at any time (whether or not for Cause).

12.5 Any suspension may be extended one or more times, but may not last longer than three (3) months in the aggregate. If, at the end of that period, no decision has been taken on termination of the suspension or on removal, the suspension shall end.

12.6 The authority to establish remuneration and other conditions of employment for Managing Directors is vested in the General Meeting.

13 Duties, working methods and decision-making process of the Management Board; conflict of interest

13.1 The Management Board shall be entrusted with the management of the Company.

13.2 When performing its duties, the Management Board can be assisted – without prejudice to its responsibilities – by one or more committees. The Management Board shall determine the composition of a committee and shall determine the duties, authorities and procedures of such committee. The Management Board shall designate the members of a committee, may deprive

persons from their tasks or replace persons within each committee and is authorised to abolish a committee. A committee may establish rules regarding its working methods and decision-making process. The Management Board may require such rules to be subject to its approval.

13.3 Management Board resolutions may at all times be adopted in writing, provided the proposal concerned is submitted to all Managing Directors then in office in respect of whom no conflict of interest within the meaning of article 13.6 exists and none of them objects to this manner of adopting resolutions, evidenced by written statements from all relevant Managing Directors then in office.

13.4 Managing Directors may attend regular and special meetings of the Management Board either in person or by conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear and be heard.

13.5 To the extent that these articles of association or the JVA do not provide otherwise, in a meeting of the Management Board, each Managing Director may cast one vote. If there is a tie in voting, the proposal shall be deemed to have been rejected.

13.6 A Managing Director shall not take part in the discussions and decision making by the Management Board if he has a direct or indirect personal interest therein that conflicts with the interests of the Company or the business connected with it. In case all Managing Directors have a conflict as referred to in the preceding sentence, the Management Board shall still be authorised to adopt the relevant resolution.

13.7 When determining how many votes are cast by Managing Directors or how many Managing Directors are present or represented, account shall nonetheless be taken of Managing Directors that are not allowed to take part in the discussions and decision-making by the Management Board pursuant to the laws of the Netherlands, these articles of association or the JVA.

14 Representation

14.1 The Company shall be represented by: (a) the Management Board; or (b) three (3) Managing Directors acting jointly.

14.2 The Management Board may from time to time appoint and remove officers of the Company (the "**Officers**"), in which case the duties, powers and responsibilities of each such Officer shall be as determined by the Management Board.

15 Indemnification of Managing Directors and Officers

Unless prohibited under the laws of the Netherlands, the following shall be reimbursed to current and former Managing Directors and Officers:

(a) reasonable costs of conducting a defense against claims based on acts or failures to act in the exercise of their duties or any other duties currently or previously performed by them at the request of the Company;

(b) any damages or fines payable by them as a result of an act or failure to act as referred to under (a);

(c) reasonable costs of appearing in other legal proceedings in which they are involved as current or former Managing Directors or Officers, with the exception of proceedings primarily aimed at pursuing a claim on their own behalf. There shall be no entitlement to reimbursement as referred to above if and to the extent that a Dutch court has established in a final and conclusive decision that (i) the act or failure to act of the applicable current or former Managing Director or Officer may be characterized as willful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*) conduct, unless this would, in view of the circumstances of the case, be unacceptable according to standards of reasonableness and fairness, or (ii) the applicable current or former Managing Director or Officer was not acting honestly and in good faith (*vervulde zijn taak niet behoorlijk*) with a view to the interest of the Company. The Company may take out liability insurance for the benefit of the persons concerned.

16 Approval of Management Board resolutions

16.1 The General Meeting may require Management Board resolutions to be subject to its approval. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified.

16.2 The absence of approval by the General Meeting of a resolution as referred to in this article 16 shall not affect the authority of the Management Board or the Managing Directors to represent the Company.

17 Vacancy or inability to act

17.1 If a Managing Director is unable to perform his tasks and duties, then the General Meeting may designate another person to be temporarily charged with the tasks and duties of the relevant Managing Director and that person shall thus have corresponding rights and obligations.

17.2 If a Managing Director is absent or prevented from performing his duties, the remaining Managing Director(s) and the person(s) designated for that purpose by the General Meeting pursuant to article 17.1 shall be temporarily entrusted with the management of the Company.

18 Financial and fiscal year and annual accounts

18.1 The Company's financial and fiscal year shall be the calendar year (the "**Fiscal Year**").

18.2 Annually, not later than thirty (30) days after the end of the Fiscal Year, save where this period is extended by the General Meeting by not more than six (6) months by reason of special circumstances, the Management Board shall prepare annual accounts and shall deposit the same for inspection by the Shareholders and the other Persons with Meeting Rights at the Company's office.

18.3 Within the same period, the Management Board shall also deposit the annual report for inspection by the Shareholders and the other Persons with Meeting Rights, unless Section 2:396, subsection 7, or Section 2:403 of the Dutch Civil Code applies to the Company.

18.4 The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.

18.5 The annual accounts shall be signed by the Managing Directors. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.

18.6 The Company may, and if the laws of the Netherlands so require shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.

19 Adoption of the annual accounts and release from liability

19.1 The General Meeting shall adopt the annual accounts.

19.2 At the General Meeting at which it is resolved to adopt the annual accounts, a proposal concerning release of the Managing Directors from liability for the management pursued, insofar as the exercise of their duties is reflected in the annual accounts or otherwise disclosed to the General Meeting prior to the adoption of the annual accounts, shall be brought up for discussion separately.

20 Profits and distributions

20.1 The Management Board is authorised to allocate the profits as determined by the adoption of the annual accounts and to declare distributions.

20.2 Distributions may only be made to the extent that any cash held by the Company is not necessary for its operations.

20.3 Any distributions will be made in equal parts per Share.

20.4 Distributions on Shares may be made only up to an amount that does not exceed the amount of the Distributable Equity.

20.5 A claim of a Shareholder for payment of a distribution on Shares shall be barred after five (5) years have elapsed.

21 General Meetings

21.1 During each Fiscal Year at least one General Meeting shall be held or at least one resolution shall be adopted in accordance with article 27.1.

21.2 Other General Meetings shall be held as often as the Management Board or a Shareholder deems necessary.

22 Notice, agenda and venue of meetings

22.1 Notice of General Meetings shall be given by the Management Board or, if relevant, a Shareholder.

22.2 Notice of the meeting shall be given no later than on the tenth Business Day prior to the day of the meeting.

22.3 The notice convening the meeting shall specify the business to be discussed. Other business not specified in such notice may be announced at a later date, with due observance of the notice period referred to in article 22.2.

22.4 The notice convening the meeting shall be sent to the addresses of the Shareholders and the other Persons with Meeting Rights shown in the register referred to in article 5. With the consent of a Shareholder or another Person with Meeting Rights, notice of the meeting may also be given by a legible and reproducible message sent through electronic means of communication to the address provided for the purposes hereof by the Shareholder or the other Person with Meeting Rights to the Company.

22.5 General Meetings are held in the municipality in which, according to these articles of association, the Company has its official seat or at Schiphol airport (municipality of Haarlemmermeer, the Netherlands). General Meetings may

also be held elsewhere, provided that all Persons with Meeting Rights have consented to the place of the meeting and the Managing Directors have been given the opportunity to give advice prior to the decision-making.

23 Admittance, Meeting Rights and voting rights

23.1 The Meeting Rights accrue to each Shareholder and each other Person with Meeting Rights. Each Shareholder and each pledgee to whom the voting rights accrue shall be entitled to exercise the voting rights in the General Meeting. Shareholders and other Persons with Meeting Rights may be represented in a meeting by a proxy authorised in writing.

23.2 At a meeting, each Person present with voting rights, or its proxy authorised in writing, must sign the attendance list. The chairman of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.

23.3 The Managing Directors shall have the right to cast an advisory vote in the General Meetings.

23.4 The chairman of the meeting shall decide on the admittance of persons to the meeting other than Shareholders or Persons with Meeting Rights.

24 Chairman and secretary of the meeting

24.1 The chairman of a General Meeting shall be appointed by the Persons with voting rights present or represented at the meeting, by a simple majority of the votes cast.

24.2 The chairman of the meeting shall appoint a secretary for the meeting.

25 Minutes; recording of Shareholders' resolutions

25.1 The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairman and the secretary of the meeting and as evidence thereof shall be signed by them.

25.2 The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairman of the meeting shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Shareholders and the other Persons with Meeting Rights. On application, each of them shall be provided with a copy of or an extract from the records, at not more than cost price.

26 Adoption of resolutions in a meeting

26.1 Each Share confers the right to cast one vote in the General Meeting.

26.2 To the extent that the laws of the Netherlands or these articles of association do not provide otherwise, all resolutions of the General Meeting shall be adopted by a simple majority of the votes cast, in a meeting at which a majority of the issued Shares is represented.

26.3 If there is a tie in voting, the proposal shall be deemed to have been rejected.

26.4 If the formalities for convening and holding of General Meetings, as prescribed by the laws of the Netherlands or these articles of association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if all Persons with Meeting Rights have consented to the

decision-making taking place and the Managing Directors have been given the opportunity to give advice prior to the decision-making.

27 Adoption of resolutions without holding a meeting

27.1 Shareholders may adopt resolutions of the General Meeting other than in a meeting, provided that all Persons with Meeting Rights have consented to this manner to adopt a resolution. In case of adoption of resolutions other than in a meeting, the votes shall be cast in writing. The requirement that votes must be cast in writing shall have been met if the resolutions have been put in writing specifying the way in which each Shareholder has cast his vote. The Managing Directors shall be given the opportunity to give advice prior to the decision-making.

27.2 Each Shareholder must ensure that the Management Board is informed of the resolutions thus adopted as soon as possible in writing. The Management Board shall keep record of the resolutions adopted and it shall add such records to those referred to in article 25.2.

28 Amendment of the articles of association

28.1 The General Meeting may resolve to amend these articles of association.

28.2 A resolution to amend these articles of association as a result of which the voting or distribution rights will be amended can only be adopted by unanimous vote in a meeting where the entire issued capital of the Company is represented.

28.3 A resolution to amend these articles of association as a result of which a place outside the Netherlands will be designated as place where General Meetings will be held, can only be adopted by unanimous vote in a meeting where the entire issued capital of the Company is represented and provided that all Persons with Meeting Rights have consented to the amendment of the articles of association.

28.4 When a proposal to amend these articles of association is to be made to the General Meeting, the notice convening the General Meeting must state so and a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Shareholders and the other Persons with Meeting Rights, until the conclusion of the meeting.

29 Bankruptcy and suspension of payments

29.1 The Management Board may not file for bankruptcy of the Company without instruction of the General Meeting to do so.

29.2 The Management Board shall obtain prior approval of the General Meeting for a resolution with respect to a request for a suspension of payments.

30 Dissolution and liquidation

30.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made to the General Meeting, this must be stated in the notice convening the General Meeting.

30.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Managing Directors shall become liquidators of the dissolved Company's assets, unless the General Meeting resolves to appoint one or more other

persons as liquidator.

30.3 During liquidation, the provisions of these articles of association shall remain in force to the extent possible.

30.4 The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate number of Shares held by each.

30.5 After the end of the liquidation the books, records and other data carriers of the dissolved Company shall remain in the custody of the person designated for that purpose by the General Meeting, and in the absence thereof the person designated for that purpose by the liquidators, for a period as prescribed by the laws of the Netherlands.

30.6 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

31 Governing law and disputes

31.1 These articles of association are governed by the laws of the European part of the Netherlands.

31.2 Any and all disputes with respect to these articles of association between bodies of the Company, members and/or former members of a body of the Company and/or the Company itself (each in their said capacity) shall in first instance be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

Finally, the person appearing has declared:

Conversion of shares

Upon the foregoing amendment of the articles of association taking effect, the shares in the capital of the Company in issue immediately prior thereto shall be converted as follows:

(a) one (1) share A, with a nominal value of one euro (EUR 1), numbered A1, into one hundred (100) shares, with a nominal value of one euro cent (EUR 0.01) each, numbered 1 through 100;

(b) one (1) share B, with a nominal value of one euro (EUR 1), numbered B1, into one hundred (100) shares, with a nominal value of one euro cent (EUR 0.01) each, numbered 101 through 200;

(c) one (1) preference share, with a nominal value of one euro (EUR 1), numbered P1, into one hundred (100) shares, with a nominal value of one euro cent (EUR 0.01) each, numbered 201 through 300; and

(d) one (1) preference share, with a nominal value of one euro (EUR 1), numbered P2, into one hundred (100) shares, with a nominal value of one euro cent (EUR 0.01) each, numbered 301 through 400.

Issued capital

Upon the foregoing amendment of the articles of association taking effect and immediately following the foregoing conversion of shares, the issued capital of the Company shall amount to four euro (EUR 4), divided into four hundred (400) shares, with a nominal value of one euro cent (EUR 0.01) each, numbered 1 through 400.

Close

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared that [he] / [she] had taken note of and agreed to the contents of this deed and did not want the complete deed to be read to [him] / [her]. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.

ANNEX B

[Final Form]

AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

by and among

TOTAL ENERGIES NOUVELLES ACTIVITES USA,

AMYRIS, INC.

and

TOTAL AMYRIS BIOSOLUTIONS B.V.

Dated as of [●], 2015

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AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

This AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (this "Agreement"), dated as of [●], 2015, is by and among Total Energies Nouvelles Activités USA (formerly known as Total Gas & Power USA, SAS), *a société par actions simplifiée* organized under the laws of the Republic of France ("TENA USA"), Amyris, Inc., a Delaware corporation ("Amyris"), and Total Amyris BioSolutions B.V., a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) ("JVCO," and each of TENA USA, Amyris and JVCO, a "Party" and, collectively, the "Parties") and amends and restates the Shareholders' Agreement among TENA USA, Amyris and JVCO dated as of December 2, 2013 (the "Original Shareholders' Agreement").

W I T N E S S E T H:

WHEREAS, TENA USA is engaged in industrial, commercial and research and development projects in the energy industry, and Amyris is an integrated renewable products company focused on providing sustainable alternatives to a broad range of petroleum-sourced products used in specialty chemical and transportation fuel markets worldwide;

WHEREAS on November 29, 2013, JVCO was incorporated by way of the execution of a notarial deed of incorporation which deed of incorporation also included the articles of association of JVCO (the "Original Articles of Association");

WHEREAS, on or about December 2, 2013, the Parties entered into the Original Shareholders' Agreement and Amyris granted an intellectual property license to JVCO (the "Original Amyris License Agreement");

WHEREAS, at the incorporation of JVCO, Amyris was issued the Share A (as defined in the Original Articles of Association) and TENA USA was issued the Share B (as defined in the Original Articles of Association);

WHEREAS, by notarial deed of issuance, and in consideration of the license rights granted by Amyris to JVCO under the Original Amyris License Agreement, at the incorporation of JVCO, Amyris was issued the Preferred Shares (as defined in the Original Articles of Association);

WHEREAS, TENA USA, Amyris and JVCO now wish to further define their relationship by executing this Agreement, by amending and restating both the Original Articles of Association and the Original Amyris License Agreement, by converting the Share A, Share B and the Preferred Shares into a total of 400 Shares and by TENA USA purchasing additional Shares from Amyris so that Amyris will hold 100 Shares and TENA USA will hold 300 Shares; and

WHEREAS, (i) the Articles of Association set forth various rights and obligations of the Parties in connection with the formation and operation of JVCO and (ii) this Agreement sets

forth separate and distinct rights and obligations of the Parties in connection with the operation of JVCO.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Certain Defined Terms. For purposes of this Agreement:

(a) "Accounting Standards" means each of U.S. GAAP and Dutch GAAP.

(b) "Affiliate" means, with respect to any specified Person, any other Person (i) that owns or controls, directly or indirectly through one or more intermediaries, 50% or more of the voting rights of such specified Person; (ii) of which 50% or more of the voting rights are owned or controlled, directly or indirectly through one or more intermediaries, by such specified Person; or (iii) of which 50% or more of the voting rights are owned or controlled, directly or indirectly through one or more intermediaries, by any Person contemplated by clause (i); *provided*, *however*, that for purposes of this Agreement (x) no Amyris Associated Entity or any of its Affiliates shall be considered an Affiliate of Amyris, (y) JVCO shall not be considered an Affiliate of either Shareholder, and (z) neither Amyris nor any of its Affiliates shall be considered an Affiliate of TENA USA or any of its Affiliates, even if in each case a Shareholder acquires ownership or control, directly or indirectly through one or more intermediaries, of more than 50% of the voting rights of any such specified Person.

(c) "Amyris Associated Entity" means each of (i) Novvi LLC, a Delaware limited liability company, and its subsidiaries, (ii) SMA Indústria Química S.A., a sociedade anônima organized and existing under the laws of Brazil, and its subsidiaries, and (iii) any other Person created after the date hereof by Amyris or any of its Affiliates, on the one hand, and any Third Party, on the other, of which 50% of the voting rights are owned or controlled, directly or indirectly through one or more intermediaries, by Amyris, and with respect to which TENA USA has consented to being designated an Amyris Associated Entity (such consent not to be unreasonably withheld, conditioned or delayed).

(d) "Amyris Change of Control" means the occurrence of any of the following at any time after the date hereof: (i) the consolidation of Amyris with, or the merger of Amyris with or into, another "person" (as such term is used in Rule 13d-3 and Rule 13d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of Amyris and its subsidiaries taken as a whole, or the consolidation of another "person" with, or the merger of another "person" into, Amyris, other than in each case pursuant to a transaction in which the "persons" that

"beneficially owned" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, the Voting Shares of Amyris immediately prior to the transaction "beneficially own", directly or indirectly, Voting Shares representing at least a majority of the total voting power of all outstanding classes of voting stock of the surviving or transferee person; (ii) the adoption by Amyris of a plan relating to the liquidation or dissolution of Amyris, (iii) the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" directly or indirectly, of more than 50% of the Voting Shares of Amyris (measured by voting power rather than number of shares); or (iv) the first day on which a majority of the members of the Amyris board of directors does not consist of Continuing Directors. As used in this definition, "Voting Shares" of any Person means capital shares or capital stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency. As used in this definition, "Continuing Director" means, as of any date of determination, any member of the Amyris Board of Directors who (i) was a member of the Amyris board of directors on July 31, 2012 or (ii) was nominated for election or elected to the Amyris board of directors with the approval of a majority of the Continuing Directors who were members of the Amyris board of directors at the time of such nomination or election and who voted with respect to such nomination or election; provided that a majority of the members of the Amyris board of directors voting with respect thereto shall at the time have been Continuing Directors. Notwithstanding the foregoing, an Amyris Change of Control shall not be deemed to have occurred in connection with (A) any acquisition of Amyris by TENA USA (or any of its Affiliates) or (B) any change in the board of directors of Amyris such that it is no longer composed of a majority of Continuing Directors if any designee of TENA USA (or any of its Affiliates) to the board of directors of Amyris approves the nomination or election of any member of the board of directors of Amyris that is not a Continuing Director or if TENA USA (or any of its Affiliates) votes any Voting Shares in favor of the election of any member of the board of directors of Amyris that is not a Continuing Director.

(e) "Articles of Association" means the amended and restated articles of association of JVCO, adopted on or about the date of this Agreement, as amended from time to time after the date hereof.

(f) "Bona Fide Offer" means any *bona fide* offer by a Third Party in writing to purchase any of the Shares held by a Shareholder setting forth a specific purchase price (which shall consist of cash or marketable securities or a combination thereof) and a closing date of no more than 30 days (which 30-day period may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any Competition Law in connection with such Bona Fide Offer) after the expiration of the 30-Business Day period set forth in Section 6.05(a)(ii), and shall include an offer to purchase or otherwise acquire Tag-Along Shares pursuant to Section 6.06.

(g) "Brazil Jet Business" means the production and commercialization by Amyris and its Affiliates of Farnesane Jet Products within Brazil for

commercialization solely in Brazil, including the production of Farnesane Jet Products outside of Brazil for commercialization within Brazil, but excluding the production of Farnesane Jet Products within Brazil for commercialization outside of Brazil. However, for purposes of this definition, the commercialization of Farnesane Jet Products for use in vehicles that begin an international travel segment within Brazil and conclude such international travel segment outside of Brazil shall constitute commercialization of such products within Brazil.

(h) "Brazil Jet Business Assets" means (i) the Brazil Jet Commercialization Assets; and (ii) if Amyris and JVCO conclude, after a good faith evaluation promptly following JVCO's exercise of its acquisition right in Article VIII below, that it is reasonably feasible to separate such development and production assets from the rest of the operations and assets of Amyris and its Affiliates, the development and production assets of Amyris and its Affiliates exclusively related to the Brazil Jet Business. For clarity, Amyris's Brotas manufacturing facility is not a Brazil Jet Business Asset.

(i) "Brazil Jet Commercialization Assets" means the commercialization assets of Amyris and its Affiliates exclusively related to the Brazil Jet Business (*e.g.*, Farnesane Jet Products sales contracts with airlines).

(j) "Brazil Jet Commercialization Assets Fair Market Value" means the amount, determined as of the date JVCO exercises its right to acquire the Brazil Jet Business in Article VIII below, equal to the fair market value that a willing buyer would pay a willing seller in an arms' length transaction to acquire the Brazil Jet Commercialization Assets, assuming that the Brazil Jet Commercialization Assets were being sold in a manner designed to maximize the value of bids, when neither the buyer nor the seller was acting under compulsion and when both have reasonable knowledge of the relevant facts, which amount shall be mutually agreed between Amyris and JVCO.

(k) "Business Day" means any day other than (i) Saturday or Sunday; (ii) any day that is a legal holiday pursuant to the laws of the State of New York, United States of America, the Republic of France, or the European part of the Netherlands; or (iii) any day that is a day on which banking institutions located in New York, New York, United States of America, Paris, the Republic of France or Amsterdam, the Netherlands, are authorized or required by law or other governmental action to close.

(l) "Cause" means the conviction of a Person by a court of competent jurisdiction of, or a plea by a Person of guilty or no contest to, a felony or any crime of theft, forgery, fraud, misappropriation or embezzlement, or the commission of theft, forgery, fraud, willful misconduct, gross negligence, misappropriation or embezzlement against a Party or an Affiliate thereof.

(m) "Claim" means with respect to any Person, any and all suits, sanctions, legal proceedings, claims, assessments, judgments, damages, penalties, fines, liabilities, demands, reasonable out-of-pocket expenses of whatever kind (including reasonable attorney's fees and expenses) and losses incurred or sustained by or against

such Person, but excluding any lost profits or other special, incidental, indirect, punitive or consequential damages suffered by such Person.

(n) "Code" means the U.S. Internal Revenue Code of 1986, as amended through the date hereof.

(o) "Collaboration Agreement" means the Technology License, Development, Research and Collaboration Agreement entered into by Amyris and Total Gas & Power USA Biotech, Inc. as of June 21, 2010, as amended by the Second Amendment, and as such agreement may be further amended from time to time after the date hereof.

(p) "Competition Law" means any applicable laws that are designed or intended to regulate mergers or other business combinations or that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

(q) "Consolidated Equity" means the consolidated owners' equity of JVCO (as reflected on the most recent consolidated balance sheets of JVCO), which is equal to shareholders' equity plus shareholders' debt, but excluding any Carry.

(r) "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly (whether or not as trustee, personal representative or executor), of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities or ownership interests having the power to elect or remove a majority of the board of directors or similar body governing the affairs of such Person.

(s) "Dutch GAAP" means Dutch generally accepted accounting principles and practices as in effect from time to time and applied consistently by JVCO throughout the periods involved and consistent with past practice (to the extent applicable).

(t) "Executive Officers" means (a) in the case of Amyris, the Chief Executive Officer of Amyris, and (b) in the case of TENA USA, the President of TENA USA, or such other senior executive officer of TENA USA or any of its Affiliates having operational responsibility for the renewable energy and alternative fuels businesses of TENA USA and its Affiliates.

(u) "Farnesane Jet Products" means a Jet Product that is farnesane, wherein the isoprenoid is farnesene.

(v) "Financial Statements" means true and complete copies of the consolidated audited balance sheet of JVCO as of the last day of JVCO's Fiscal Year and the related statements of income, retained earnings, shareholders' equity and cash flows

of JVCO for the Fiscal Year then ended, together with all related notes and schedules thereto, prepared in accordance with the Accounting Standards, accompanied by the reports thereon of the Auditors.

(w) "Free Cash Flow" for any period means cash flow from operations of JVCO for such period, including interest, dividends and other distributions received by JVCO, net of capital expenditures (i.e., purchase of plant, property and equipment), operating expenses, research and development expenses, tax liabilities and payments to Third Party creditors, each as set forth on JVCO's financial statements for such period, and available for distribution pursuant to Sections 4.02(d) and 5.02. Free Cash Flow shall be calculated before any dividends are paid and any payments are made with respect to any outstanding Shareholder loans and Carry.

(x) "Ground Floor Price" means the investment by Amyris and its Affiliates into the Brazil Jet Business Assets (excluding the Brazil Jet Commercialization Assets) from November 2011 through the date the Brazil Jet Business Assets are contributed to JVCO under Article VIII below, including, but not limited to, technical development activities undertaken in Brazil, industrial and supply chain, capital expenditures, working capital, sales and marketing commitments, negative operating cash flow (*i.e.,* not discounted by any losses) net of any liabilities of the Brazil Jet Business Assets that are assumed by JVCO and net of any subsidies provided to the Brazil Jet Business Assets that are not subject to any repayment or claw-back obligation retained by Amyris, which amount shall be mutually agreed to between Amyris and JVCO.

(y) "Jet Product" means one or more fermentation produced isoprenoid(s) that may or may not be hydrogenated or hydroprocessed, which when blended with petroleum-derived jet fuel, meet the ASTM D 1655 specification or the equivalent of (or successor to) such standard for use as a jet fuel.

(z) "LIBOR" means the British Bankers Association LIBOR Rate, as published by Reuters (or such other commercially available source providing quotations of LIBOR as may be agreed upon in writing by TENA USA and Amyris) at approximately 11:00 a.m., London time, two Business Days prior to the relevant date.

(aa) "Lien" means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, or other encumbrance of any kind (other than any transfer restrictions imposed under securities laws, or any options, transfer restrictions or purpose limitations pursuant to the Articles of Association or this Agreement or the Amyris License Agreement).

(bb) "Lock-up Period" means the period commencing on the date of this Agreement and ending at 11:59 p.m., Pacific time, on March 1, 2018.

(cc) "Management Board" means the management board of JVCO.

(dd) "Managing Director" means a member of the Management Board.

(ee) "Non-Participation Issuance" means any of the following issuances of Shares by JVCO: (i) Shares issued by JVCO in consideration for the acquisition (whether by merger or otherwise) by JVCO of shares of capital stock or assets of any Third Party; (ii) Shares issued by JVCO as a dividend, share sub-division, stock split, split-up or similar distribution of Shares; and (iii) Shares or shares of capital stock or options to subscribe for Shares or shares of capital stock issued pursuant to awards granted to employees, Officers or consultants of JVCO pursuant to an option plan or other compensation arrangement (including Shares or shares of capital stock issued upon exercise of any such options).

(ff) "Permitted Deviations" means the incurrence of expenses (or commitments therefor) in any quarter that individually or in the aggregate (i) would not result in an overage of 10% or more from the aggregate capital expenditures or investments included in the Budget (as finally determined pursuant to Section 3.11) for such quarter with respect to such capital expenditure or investment (the "Target Capital Expenditures"), (ii) would not result in an overage of 10% or more from the aggregate operating expenditures included in the Budget (as finally determined pursuant to Section 3.11) for such quarter (the "Target Operating Expenditures") and (iii) would not result in an overage of 10% or more from the aggregate other expenditures included in the Budget (as finally determined pursuant to Section 3.11) for such quarter ("Target Other Expenditures"); *provided*, *however*, that if the total revenue for any quarter exceeds the targeted revenue for such quarter provided in the Budget, the aggregate amount of Target Capital Expenditures, Target Operating Expenditures and Target Other Expenditures for the following quarter may be increased on a dollar-for-dollar basis by an amount equal to such excess revenue for purposes of determining the maximum Permitted Deviations for such following quarter, with the allocation of such excess revenue being allocated among such target amounts as determined by the Management Board.

(gg) "Person" means any individual, corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, firm, governmental entity or other enterprise, association, organization or entity.

(hh) "Quarterly Financial Statements" means true and complete copies of the consolidated unaudited balance sheet of JVCO as of the last day of each fiscal quarter of JVCO and the related consolidated statements of income, retained earnings, shareholders' equity and cash flows of JVCO for each such fiscal quarter, together with all related notes and schedules thereto, prepared in accordance with the Accounting Standards (except for the absence of footnotes and for normal year-end adjustments).

(ii) "Share" means a share in the capital of JVCO.

(jj) "Shareholder" means a holder of one or more Shares.

(kk) "TENA USA License Agreements " means the license or licenses to be granted to JVCO by TENA USA as described in Section 9 and Exhibit B of the Second Amendment to the Collaboration Agreement, dated July 30, 2012, between TENA USA

and Amyris, as amended on April 1, 2015, and as subsequently amended from time-to-time (the "Second Amendment").

(ll) "Third Party" means any of: (x) with respect to any Shareholder, any Person (including, in the case of Amyris, any Amyris Associated Entity) other than (i) such Shareholder's Permitted Transferees or Affiliates, or (ii) JVCO, and (y) with respect to JVCO, any Person other than (i) any Affiliate of JVCO, or (ii) any Shareholder or any of such Shareholder's Permitted Transferees or Affiliates.

(mm) "Transfer" means the voluntary or involuntary sale, assignment, transfer (by gift or otherwise), conveyance, grant of a participation interest, pledge or grant of a Lien (except to another Shareholder) or other disposition or conveyance of legal or beneficial interest, directly or indirectly, whether in one transaction or in a series of related transactions.

(nn) "U.S. GAAP" means United States generally accepted accounting principles and practices as in effect from time to time and applied consistently by JVCO throughout the periods involved and consistent with past practice (to the extent applicable).

Section 1.02. Definitions. The following terms have the meanings set forth in the Sections set forth below:

Definition	*Section*
Acceptance Notice	4.06(b)
Action	13.03(a)
Activities	7.04(a)
Additional Capital	4.03(a)
Additional Capital Notice Period	4.03(b)
Advisor	4.03(c)
Advisor's Report	4.03(c)
Aggregate Carry Amount	4.02(a)
Agreement	Preamble
Amyris	Preamble
Amyris Directors	3.02(h)
Amyris License Agreement	2.02(a)
Anti-Corruption Laws	7.04(a)
Appraiser	8.03(a)
Appraiser's Report	8.03(b)
Audit Committee	3.08(b)
Associates	7.04(a)
Auditors	3.07
Board Approval	3.09(a)
Budget	3.11(b)
Buyer	6.06(a)(i)
Carry	4.02(a)
Carry Lender	4.02(b)

Carry Notice	4.02(a)
Cash Option Amount	8.02
Chief Executive Officer	3.12(a)(i)
Chief Financial Officer	3.12(a)(ii)
COC Party	9.01(a)
Confidential Information	7.03(a)
Continuing Director	1.01(d)
Covered Person	13.03(a)
Default Offerees	6.05(c)
Default Purchase	4.05(a)
Defaulting Offeree	6.05(c)
Defaulting Shareholder	4.05(a)
Dispute	13.13(a)
Electronic Delivery	13.14
Eligible Shareholder	4.06(a)
Excess Transfer Shares	6.05(b)
Exchange Act	1.01(d)
Fair Value	4.03(c)
Fiscal Year	3.14
Five Year Plan	3.11(a)
Funding Default	4.05(a)
Funding Default Loan	4.05(a)
HSE	7.04(d)
ICC Rules	13.13(c)(i)
Indemnified Party	10.02
Indemnifying Party	10.02
Independent Accounting Firm	8.03(a)
Issuance Notice	4.06(a)
JVCO	Preamble
Lead Director	3.06(a)
Losses	13.03(a)
Non-COC Party	9.01(a)
Non-Defaulting Shareholder	4.05(a)
Offering Shareholder	6.05(a)(i)
Offeror	6.05(a)(i)
Officers	3.12(a)(iii)
Opinion Period	4.03(c)
Option Exercise Notice	8.01
Option Price	8.02
Participation Exercise Period	4.06(a)
Party or Parties	Preamble
Permitted Transferee	6.07
Pro Rata Share	4.06(a)
Reference Laws	7.04(a)
Report Period	8.03(b)
Representatives	7.03(a)

Right of First Refusal Notice	6.05(a)(i)
Second Amendment	1.01(kk)
Secondment Agreement	7.07
Securities	4.06(a)
Services Agreement	7.06
Shareholder Offerees	6.05(a)(i)
Share Price	4.03(c)
Subsidiary	3.13
Shareholder Approval	3.10(b)
Tag-Along Notice	6.06(a)(ii)
Tag-Along Offerees	6.06(a)(i)
Tag-Along Shares	6.06(a)(i)
Target Capital Expenditures	1.01(ee)
Target Operating Expenditures	1.01(ee)
Target Other Expenditures	1.01(ee)
TENA USA	Preamble
TENA USA Directors	3.02(g)
Transfer Default Shares	6.05(c)
Transfer Offer	6.05(a)(i)
Transfer Offerees	6.05(a)(i)
Transfer Shares	6.05(a)(i)
Transferor	6.06(a)(i)
Voting Shares	1.01(d)

Section 1.03. Interpretation and Rules of Construction.

(a) The headings contained in this Agreement, in any Exhibit or Schedule, and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Schedules or Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(b) In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(c) The definitions of the terms herein shall apply equally to the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “shall” shall be construed to have the same meaning and effect as the word “will.” Unless the context requires otherwise (i) any definition of or reference to any contract, instrument or other document shall be construed as referring to such contract, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or otherwise set forth in such document);

(ii) any reference herein to any Person shall be construed to include the Person's successors and permitted assigns; (iii) the words "herein," "hereof," "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (iv) "day" shall mean calendar day, unless "Business Day" is expressly used; and (v) all references to Articles, Sections, Schedules or Exhibits shall be construed to refer to Articles, Sections, Schedules or Exhibits of this Agreement. The terms "dollars" and "$" shall mean United States dollars. The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive.

ARTICLE II
ORGANIZATION AND RELATED MATTERS

Section 2.01. Purpose. The purpose of JVCO is to develop, produce and commercialize jet fuels under the Amyris License Agreement and conduct any and all activities related thereto.

Section 2.02. Licenses.

(a) On or about the date of this Agreement, Amyris and JVCO have executed an Amended and Restated Jet Fuel License Agreement (the "Amyris License Agreement") in place of the Original Amyris License Agreement.

(b) Promptly upon (i) a request from JVCO, in the case of the licenses described in Section 9.A (hydrogenation) or 9.B (certification) of the Second Amendment, or (ii) the adoption of the initial Five Year Plan, in the case of the license described in the last paragraph of Exhibit B to the Second Amendment, TENA USA and JVCO shall enter into the relevant TENA USA License Agreement(s), as otherwise provided in the Second Amendment.

(c) No Party grants any licenses, express or implied, to any other Party hereunder. The only license grants to JVCO or any other Party (or any of their respective Affiliates) are those set forth (i) in the Amyris License Agreement or (ii) other separate written agreements that may be entered into between or among the applicable Parties after the date hereof.

ARTICLE III
CORPORATE GOVERNANCE

Section 3.01. Power of the Management Board. The Management Board shall have the power and authority to manage, control and operate JVCO as set forth in the Articles of Association.

Section 3.02. Managing Directors.

(a) The Management Board shall consist of six Managing Directors. As of the date of this Agreement, the members of the Management Board are set forth on

Schedule 3.02(a). Subject to the provisions of this Article III, each Managing Director shall hold such office until he or she is removed or otherwise vacates such office.

(b) The number of Managing Directors may not be increased or decreased. For so long as the Management Board consists of six Managing Directors, TENA USA and Amyris shall be entitled to designate one Managing Director for each one-sixth of the capital stock of JVCO owned by such Shareholder or its Affiliates and Permitted Transferees (with fractional amounts below one-half of the capital stock of JVCO that do not equal an increment of one-sixth being rounded up to the next one-sixth increment, and fractional amounts above one-half of the capital stock of JVCO that do not equal an increment of one-sixth being rounded down to the next one-sixth increment). As long as either TENA USA or Amyris, together with their respective Affiliates and Permitted Transferees, own more than two-sixths of the capital stock of JVCO, such Shareholder shall be entitled to designate three Managing Directors, as long as such Shareholder, and its Affiliates and Permitted Transferees, own more than one-sixth of the capital stock of JVCO, such Shareholder shall be entitled to designate two Managing Directors, and as long as any such Shareholder, and its Affiliates and Permitted Transferees, own either (x) at least 10% of the capital stock of JVCO (without rounding up as described above), or (y) the second largest percentage of capital stock of JVCO, such Party shall be entitled to designate one Managing Director. If either TENA USA or Amyris, and together with their respective Affiliates and Permitted Transferees, does not own either (I) at least 10% of the capital stock of JVCO (without rounding up as described above) or (II) the second largest percentage of capital stock of JVCO, such Shareholder shall not be entitled to designate any Managing Directors. Upon the written request of Amyris or TENA USA to appoint any Managing Director that it is entitled to designate pursuant to this Agreement, each of Amyris and TENA USA shall, and shall cause their Affiliates and Permitted Transferees to, vote, consent in writing and take or cause to be taken all other actions necessary to appoint such Managing Director.

(c) If the aggregate ownership of the capital stock of JVCO by either TENA USA or Amyris and their respective Affiliates and Permitted Transferees at any time equals or exceeds five-sixths, then the other Shareholder shall promptly (and in any event within five Business Days) cause one of its designated Managing Directors to resign from the Management Board and the vacancy on the Management Board shall be filled by a fifth Managing Director designated by the Shareholder owning (together with its Affiliates and Permitted Transferees) five-sixths of the capital stock of JVCO. The same procedure shall apply if either TENA USA or Amyris and their respective Affiliates and Permitted Transferees is no longer entitled to designate a Managing Director pursuant to Section 3.02(b). Notwithstanding the foregoing, if a Shareholder that has been required to cause a Managing Director to resign from the Management Board pursuant to the procedure above increases its ownership of the capital stock of JVCO by it and its Affiliates and Permitted Transferees such that it is entitled to designate a Managing Director pursuant to Section 3.02(b) (or increases it such that it is entitled to Designate more than one Managing Director, as the case may be), then the other Shareholder shall promptly cause one (or more, as the case may be) Managing Directors to resign from the Management Board and the vacancy (or vacancies, as the case may be) on the

Management Board shall be filled by a Managing Director designated by the Shareholder increasing its ownership of capital stock of JVCO.

(d) Each Managing Director may consider the best interests of the Shareholder that appointed such Managing Director to the Management Board in making any determination as a Managing Director.

(e) To the extent that the laws of the Netherlands do not provide otherwise, any Managing Director that becomes aware of any opportunity relevant to the Company (including opportunities in countries in which the Company is or is intended to be active), then such Managing Director shall be free to inform the Shareholder that appointed him of such opportunity and such Shareholder shall be free to proceed with such opportunity on its own with such opportunity at its sole cost, risk and expense, and it shall be under no obligation to notify, or otherwise offer to engage with, the Company, in respect of such opportunity.

(f) Each Shareholder shall pay the reasonable out of pocket costs and expenses incurred by each Managing Director selected by such Shareholder in connection with attending the meetings of the Management Board and any committee thereof; *provided*, *however*, that JVCO shall pay the reasonable out of pocket costs and expenses incurred by each Managing Director in connection with attending any meetings of the Management Board and any committee thereof held in the Netherlands. Except as otherwise provided in the immediately preceding sentence or elsewhere in this Agreement, the Managing Directors shall not be compensated for their services as members of the Management Board.

(g) TENA USA will indemnify and hold harmless Amyris from and against any tax consequences to Amyris that are caused by or result from the country of residence (other than the Netherlands) of any of the Managing Directors designated by TENA USA under this Section 3.02 (the "TENA Directors"), including any taxes due in the country of residence of any such TENA Directors if other than the Netherlands; *provided*, that such indemnity shall not be applicable to the extent any such tax consequences are caused by or result from any business that JVCO, Amyris or any of their respective Affiliates may conduct in, or any other contacts JVCO, Amyris or any of their respective Affiliates may have with, the country of residence of any such TENA Directors.

(h) Amyris will indemnify and hold harmless TENA USA from and against any tax consequences to TENA USA that are caused by or result from the country of residence (other than the Netherlands) of any of the Managing Directors designated by Amyris under this Section 3.02 (the "Amyris Directors"), including any taxes due in the country of residence of any such Amyris Directors if other than the Netherlands; *provided*, that such indemnity shall not be applicable to the extent any such tax consequences are caused by or result from any business that JVCO, TENA USA or any of their respective Affiliates may conduct in, or any other contacts JVCO, TENA USA or any of their respective Affiliates may have with, the country of residence of any such Amyris Directors.

Section 3.03. Removal.

(a) Upon the written request of Amyris or TENA USA to remove a Managing Director that it is entitled to designate pursuant to this Agreement or the Articles of Association (whether or not for Cause), the Shareholders shall, and shall cause their Affiliates and Permitted Transferees to, vote, consent in writing and take or cause to be taken all actions necessary to remove such Managing Director. Except pursuant to this Section 3.03, no Shareholder shall, and no Shareholder shall permit any of its Affiliates and Permitted Transferees, to, vote, consent in writing or take any other action to cause the removal without Cause of any Managing Director that such Shareholder (or its Affiliates and Permitted Transferees) did not designate pursuant to Section 3.02.

(b) Notwithstanding the foregoing, each Shareholder hereby agrees that any Managing Director designated pursuant to this Agreement or the Articles of Association shall be removed for Cause upon the written request of another Shareholder and upon such other Shareholder establishing that Cause exists and the Shareholders shall vote, consent in writing and take, or cause to be taken, all actions necessary to remove such Managing Director.

(c) Notwithstanding the foregoing, the removal of a Managing Director with or without Cause in no way eliminates, reduces or otherwise modifies the respective rights of Amyris and TENA USA pursuant to Section 3.02 and Section 3.04 and the Articles of Association to designate a replacement or successor or the respective obligations of the Shareholders pursuant to Section 3.04(b) or Section 3.05 with respect thereto.

Section 3.04. Vacancies.

(a) In the event that a vacancy is created on the Management Board at any time by reason of the death, disability, retirement, resignation or removal (with or without Cause) of any Managing Director, a replacement Managing Director to fill such vacancy shall be designated in accordance with the Articles of Association and Section 3.02.

(b) Notwithstanding any other provision in this Agreement, any individual designated pursuant to this Section 3.04 by a Shareholder may not previously have been a Managing Director who was removed from the Management Board for Cause.

Section 3.05. Covenant to Vote.

(a) Each Shareholder shall (and shall cause its Affiliates and Permitted Transferees to) take all actions necessary (i) to call, or cause the appropriate Officers and Managing Directors of JVCO to call, a general meeting of Shareholders, and (ii) to vote all Shares controlled, owned or held beneficially or of record by such Shareholder (or its Affiliates and Permitted Transferees) at any such general meeting in favor of all actions, and shall (and shall cause its Affiliates and Permitted Transferees to) take all actions by

written consent in lieu of any such meeting, in each case to effect the intent of this Article III, including the nomination and election of Managing Directors designated pursuant to this Article III.

(b) Except as otherwise contemplated hereby, no Shareholder shall (or shall permit any of its Affiliates and Permitted Transferees to) enter into any agreements or arrangements of any kind with respect to the voting of any Shares or deposit any Shares into a voting trust or other similar arrangement.

Section 3.06. Lead Directors.

(a) Each of TENA USA and Amyris shall designate one of their appointed Managing Directors to be a lead director representative with respect to such Shareholder (each, a "Lead Director"). Each Lead Director shall be a senior executive of Amyris or TENA USA, as applicable, and shall be required to spend an appropriate amount of time directly overseeing and supporting JVCO as set forth in Section 3.06(b). Either TENA USA or Amyris may designate another Managing Director as its Lead Director at any time or from time to time. If either TENA USA or Amyris is only entitled to designate one Managing Director pursuant to this Agreement, such Managing Director so designated shall be the Lead Director of such Shareholder.

(b) Each Lead Director shall (i) coordinate with the other Managing Directors (if any) appointed by such Shareholder; (ii) be responsible for coordinating the requests from JVCO to the Shareholder appointing such Lead Director for resources that such Shareholder has agreed to provide pursuant to this Agreement, the Amyris License Agreement, and the TENA USA License Agreement; (iii) work with the other Lead Director and the Chief Executive Officer to resolve issues between Management Board meetings; and (iv) be the initial point of contact for JVCO information requests made by the Shareholder designating such Lead Director.

Section 3.07. Auditors. The Parties agree that the outside auditors of JVCO shall be an independent accounting firm of internationally-recognized reputation (the "Auditors").

Section 3.08. Management Board Committees.

(a) From time to time, the Management Board may designate one or more committees of Managing Directors, including, without limitation, the Audit Committee. Unless the Management Board otherwise determines by the unanimous vote of all Managing Directors: (a) each committee shall consist of at least two Managing Directors appointed by the Management Board; (b) Shareholders, together with their Affiliates and Permitted Transferees, owning thirty percent (30%) or more of the outstanding capital stock of JVCO are entitled to be represented on each such committee by their Managing Directors in proportion to the number of Managing Directors such Shareholder is entitled to designate to the Management Board as a percentage of the entire Management Board (with fractional amounts below one-half of the capital stock of JVCO that do not equal an increment of one Managing Director on any such committee being rounded up, and fractional amounts above one-half of the capital stock of JVCO

that do not equal an increment of one Managing Director on any such committee being rounded down); and (c) no committee will have any authority to act for or on behalf of the Management Board or JVCO or to otherwise bind the Management Board or JVCO, but shall only be empowered to make recommendations to the Management Board; *provided*, *however*, that if Amyris or TENA USA are not entitled to be represented on a committee pursuant to subsection (b) above, so long as they are allocated a Managing Director pursuant to Section 3.02, they shall be entitled to appoint an observer on such committee, who shall be allowed to attend and participate in each meeting of such committee, and receive all information provided to the members of the committee, but shall not be allowed to vote at such meeting. Unless unanimously agreed by all of the Managing Directors serving on any committee, meetings of any committee shall be subject to the same notice, attendance, quorum and other procedural requirements as meetings of the Management Board as provided in Section 3.09. In the event that any committee is unable to resolve any recommendation on matters that it was appointed to consider, the committee shall refer such matters to the Management Board. The Management Board may designate one or more Managing Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee; *provided*, *however*, that, with respect to Managing Directors designated as alternates, only an Amyris Director may replace an absent or disqualified committee member that is an Amyris Director, and only a TENA USA Director may replace an absent or disqualified committee member that is a TENA USA Director.

(b) At the request of any Shareholder, the Management Board shall designate an audit committee (the "Audit Committee") in accordance with Section 3.09(a). Following its designation, regular meetings of the Audit Committee shall be held at least quarterly during each Fiscal Year. The purpose of the Audit Committee shall be, among other things, to: (i) review and recommend to the Management Board the selection and appointment of the Auditors; (ii) review and make recommendations to the Management Board regarding the internal audit functions of JVCO; (iii) review JVCO's accounting systems; and (iv) review and recommend to the Management Board the Quarterly Financial Statements and Financial Statements, and material accounting principles and practices.

Section 3.09. Action by the Management Board.

(a) All actions of the Management Board, including, notwithstanding Article 14.1(b) of the Articles of Association to the contrary, any proposed action or representation to be undertaken by three (3) Managing Directors acting jointly, shall require the affirmative vote of at least a majority of the Managing Directors present or represented at a duly convened meeting of the Management Board at which a majority of the Managing Directors is present, or, in lieu of a meeting, by the unanimous written consent of the Management Board ("Board Approval"). Without limiting the foregoing, each Party shall not permit JVCO to make, take, enter, cause or permit to occur, commit to, authorize or approve any of the following without Board Approval:

(i) the approval and adoption of any Five Year Plan and the approval and adoption of any amendments to any approved Five Year Plan, or any material change to the

nature, scope or scale of the business of JVCO or the manner in which the business, operations, or other activities of JVCO are conducted from those contemplated by an approved Five Year Plan;

(ii) the hiring or dismissal of any Officer, subject to Section 3.12(a);

(iii) subject to Section 3.10(b)(x), in the case of any Budget or any amendment to an approved Budget that increases the equity or debt funding requirements of JVCO, or Section 3.10(b)(xxi), in the case of any other Budget or amendment to an approved Budget, the approval and adoption of the Budget for any Fiscal Year and any amendments or deviations to an approved Budget, except for Permitted Deviations;

(iv) subject to Article V, any (A) declaration or payment of any dividend or other distribution on or in respect of any Shares or the setting aside a sinking fund for such payment; (B) redemption, purchase or other acquisition of any Shares or other application of any assets of JVCO thereto; (C) change in dividend policy of JVCO; or (D) other distributions pursuant to Article V;

(v) the appointment of and any change in the Auditors or legal counsel of JVCO;

(vi) any approval, entry into, revocation or material change to or non-renewal of any insurance policies held by JVCO;

(vii) the establishment of any committees of the Management Board;

(viii) the granting to any Person of any license or sublicense (subject to the terms of the applicable license agreement) or any other grant of rights, including any right of enforcement or covenant not to sue, to or under any patents, know-how, trade secrets, copyrights or other intellectual property;

(ix) the approval of any capital expenditures or acquisitions that would reasonably be expected to require additional funding (including pursuant to the Carry);

(x) the determination of which Parties or Third Parties will conduct Manufacturing activities in whole or in part under a tolling agreement; and

(xi) all other matters that expressly require Management Board approval pursuant to this Agreement, the Articles of Association or applicable law.

(b) The Chief Executive Officer shall be responsible for setting the Management Board agenda prior to Management Board meetings (which agenda shall specify in reasonable detail the matters to be discussed at the applicable Management Board meeting and which shall be delivered to each Managing Director not later than five (5) Business Days before any regular meeting and concurrent with the applicable notice for any special meeting).

(c) Meetings of the Management Board shall be held at least once every six (6) months at such place and time as shall be determined by the Chief Executive Officer (who shall as reasonably feasible accommodate requests with respect to the locations of each alternate meeting as may be made by Amyris). At the start of each Fiscal Year, the Chief Executive Officer shall use commercially reasonable efforts to set the time and place for regular meetings of the Management Board for such Fiscal Year. Regular meetings of the Management Board shall be held upon not less than ten (10) Business Days' prior notice in writing to each Managing Director; provided, however, that such notice may, as to a Managing Director, be waived in writing by such Managing Director.

(d) Special meetings of the Management Board may be called by any two Managing Directors. Special meetings of the Management Board shall be held upon not less than five (5) Business Days' prior notice in writing to each Managing Director, which notice shall state the purpose or purposes for which such special meeting is being called; provided, however, that such notice may, as to a Managing Director, be waived in writing by such Managing Director; and provided, further, that if the nature of the action to be taken is such that time is of the essence with respect to such action, such emergency special meeting may be held without such five (5) Business Days' prior written notice if at least seventy-two (72) hours prior notice in writing has been given to each Managing Director, a good faith effort has been made to notify and consult with each Managing Director regarding such action, and a quorum exists for the taking of such action.

(e) The Management Board shall use reasonable efforts to schedule regular and special meetings of the Management Board at such places and times based on the reasonable availability of the Managing Directors such that all Managing Directors may participate in all regular and special meetings of the Board.

(f) At least four (4) of the Managing Directors then in office must be present or represented by another Managing Director at any meeting of the Management Board in order to constitute a quorum for the transaction of business at such meeting. A majority of the Managing Directors present or represented, whether or not a quorum is present, may adjourn any meeting to another time and place. In the event that a quorum is not constituted at a duly called meeting of the Management Board, such meeting shall be adjourned and postponed and notice of a second call for such meeting shall be sent to all Managing Directors setting forth a time and place for the reconvening of the original meeting that is not less than three (3) Business Days nor more than fifteen (15) days after the date initially set for such meeting. If a quorum is not present at such reconvened meeting, then such reconvened meeting shall be adjourned and postponed and notice of a third call for such meeting shall be sent to all Managing Directors setting forth a time and place for the reconvening of the original meeting that is not less than three (3) Business Days nor more than thirty (30) days after the date initially set for such meeting

Section 3.10. Action by the Shareholders.

(a) No Shareholder or group of Shareholders acting independently of the Management Board has the power to bind JVCO. A special meeting of the

Shareholders may be called at any time by a majority of the Management Board, the Chief Executive Officer or by one or more Shareholders upon not less than ten Business Days' prior written notice (which may be electronic) to each Shareholder, which notice shall state the purpose or purposes for which such special meeting is being called; *provided*, *however*, that such notice may, as to any Shareholder, be waived in writing by such Shareholder. No business may be transacted at such special meeting other than the business specified in the notice to the Shareholders. JVCO shall use reasonable efforts to schedule meetings of Shareholders at such places and times based on the reasonable availability of the Shareholders such that all Shareholders may participate in all meetings of Shareholders. At all meetings of Shareholders of JVCO, the holders of at least a majority of the Shares entitled to vote thereat, present in person or by proxy, will be required for and will constitute a quorum for the transaction of business; *provided*, *however*, that a quorum for any meeting at which the Shareholders will vote on any items requiring Shareholder Approval pursuant to Section 3.10(b), shall equal holders of at least two-thirds of the Shares entitled to vote thereat, present in person or by proxy. In the absence of a quorum, the holders of a majority of the Shares present at the meeting may only adjourn the meeting from time to time. At any such adjourned meeting at which a quorum will be present, any business may be transacted that might have been transacted at the meeting as originally called. Notice of the adjourned meeting will be given to each Shareholder setting forth a time and place for the reconvening of the original meeting and observing a notice period of not less than ten Business Days. In the event of two consecutive duly called special meetings at which a quorum has not been established, the quorum at the next special meeting shall be the presence, in person or by proxy, of the holders of 50% or more of the Shares entitled to vote thereat.

(b) JVCO shall not make, take, enter, cause or permit to occur, commit to, authorize, or approve any of the following, and each Party shall not permit JVCO to make, take, enter, cause or permit to occur, commit to, authorize, or approve any of the following without the affirmative vote of the holders of a majority of the outstanding Shares at a duly convened Shareholder meeting at which a quorum is present, or, in lieu of a meeting, by the unanimous written consent of all Shareholders ("Shareholder Approval") (*provided*, *however*, that the Management Board shall submit for approval each of the below actions to the Shareholders, and take such actions to implement any such actions which are approved by the holders of a majority of the outstanding Shares pursuant to this subsection (b)):

(i) the incorporation, establishment or acquisition of any Subsidiary, in accordance with Section 3.13;

(ii) the issuance, including the increase of any share premium, to any Person of any capital stock of JVCO, or of any Securities, warrants, options or rights in or to any capital stock of JVCO, including any Additional Capital, or the redemption, purchase or other acquisition of any capital stock or other securities of JVCO;

(iii) the subscription for or acquisition of any shares of or any interest in any Person, or the creation of any Person of which it would be a stockholder, partner, member or similar participant, including in each case any subsidiary of JVCO;

(iv) any merger, consolidation, share exchange, amalgamation or similar business combination transaction with or into any other Person;

(v) the increase or decrease of the authorized or issued number of Shares or the creation (by reclassification or otherwise) of any new class or series of capital stock of JVCO having rights, preferences or privileges senior to or on a parity with any outstanding series of Shares;

(vi) in addition to the approval required pursuant to Section 7.09, any transaction between JVCO, on the one hand, and any Shareholder, any Affiliate of a Shareholder, or any officer, director, or employee of any Shareholder or its Affiliates, on the other hand;

(vii) [reserved];

(viii) any voluntary bankruptcy, consent to involuntary bankruptcy, dissolution, winding-up, merger, liquidation, sale of a portion or all of the assets (other than the sale of inventory in the ordinary course of business) of JVCO;

(ix) the entry into any investment or contract by JVCO the performance of which will entail expenditures to be funded in the form of capital stock of JVCO or securities convertible into or exercisable or exchangeable for capital stock of JVCO;

(x) any Budget or any amendment to an approved Budget that increases the equity or debt funding requirements of JVCO or any subsidiary of JVCO;

(xi) the engaging in any business outside the scope of JVCO set forth in this Agreement;

(xii) in addition to the approval required pursuant to Section 13.11, any modification, amendment or variation of the items listed in this Section 3.10(b);

(xiii) the acquisition or disposition in any Fiscal Year of assets (including intellectual property) having a value in excess of the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies;

(xiv) the extension of credit to any one customer or other debtor in an amount exceeding the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies;

(xv) the incurrence or borrowing of any indebtedness or any lease transaction in excess of the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies, other than pursuant to the Carry;

(xvi) the waiver or non-enforcement of any rights for an amount exceeding the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies that JVCO may have pursuant to any contracts or agreements, or in respect of any transactions;

(xvii) the initiation or settlement of any legal or arbitration proceedings or dispute with a value reasonably estimated to be in excess of the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies;

(xviii) the granting of any Lien on a material portion or all of the assets or capital stock of JVCO, other than pursuant to the Carry;

(xix) the entry into any investment or contract the performance of which will entail non-equity (including securities convertible into or exercisable or exchangeable for equity) financed expenditures in excess of the greater of (A) $5M and (B) 10% of the Consolidated Equity or its equivalent in other currencies;

(xx) in addition to the approval required pursuant to Section 13.11, any amendment to or waiver pursuant to this Agreement or the Articles of Association;

(xxi) any approval of any Budget or amendment to an approved Budget and any variation which is not a Permitted Deviation; and

(xxii) all other matters that expressly require Shareholder approval pursuant to this Agreement, the Articles of Association or applicable law.

Section 3.11. Approval of Five Year Plan; Approval of Budget.

(a) Promptly upon the request of a majority of the Shareholders, the Management Board shall adopt a template and statement of principles to be followed in connection with the preparation of an initial five year strategic business plan for JVCO. After the approval of such template and statement of principles, JVCO shall prepare an initial five year strategic business plan for JVCO (the "Five Year Plan"), which initial Five Year Plan shall be prepared in a manner consistent with such approved template and statement of principles. Within 90 days after the presentation of the Five Year Plan to the Management Board, the Management Board shall meet to consider adopting the initial Five Year Plan.

(b) No later than September 15 of each Fiscal Year, the Officers shall submit to the Management Board a proposed budget for JVCO (including, as applicable, a capital expenditure budget and an operating budget) for the following Fiscal Year (a "Budget"), which Budget shall include the equity and debt funding requirements of JVCO in respect of such Fiscal Year. Within 60 days after the submission thereof, the Management Board shall meet to discuss such Budget and shall adopt such Budget, subject to Shareholder Approval. The adoption and approval of any Budget which includes equity and debt funding requirements for JVCO does not constitute the agreement or commitment by, or consent of, any Shareholder to provide, or to any other Shareholder or Third Party providing, the required equity or debt financing.

Section 3.12. CEO and CFO.

(a) The Management Board shall appoint from its members a Chief Executive Officer and a Chief Financial Officer. The Chief Executive Officer shall also

be the chairperson of the Management Board. Without prejudice to the collective responsibility of the Management Board as a whole, the Chief Executive Officer and the Chief Financial Officer are charged with specific parts of the managerial tasks:

(i) *Chief Executive Officer*. The Chief Executive Officer of JVCO (the "Chief Executive Officer") is primarily responsible for (a) preparing an agenda and chairing meetings of the Management Board, (b) ensuring that the Management Board functions and makes decisions in a collective manner, (c) ensuring that passed resolutions are in accordance with the strategy that should lead to the realization of the objectives of JVCO as referred to in Section 2.01, (d) supervising the implementation of passed resolutions and determining if further consultation with the Management Board on their implementation is required, (e) consulting on an ad hoc basis with members of the Management Board regarding their respective tasks, (f) the development and implementation of JVCO's strategy and objectives and (g) to affix the signature of JVCO to all deeds, contracts, agreements, conveyances, mortgages, guarantees, leases, licenses, obligations, bonds, certificates and other papers and instruments in writing that have been authorized by the Management Board or that, in the judgment of the Chief Executive Officer, should be executed on behalf of JVCO. The Chief Executive Officer shall be designated by the Management Board, subject to a veto right by TENA USA, provided that TENA USA holds at least 40% of the Shares at the time of the exercise of such veto right.

(ii) *Chief Financial Officer*. The Chief Financial Officer of JVCO (the "Chief Financial Officer") is primarily responsible for (a) formulating and communicating the JVCO's financial strategy, (b) overseeing and ensuring the integrity of JVCO's accounts, (c) the financial reporting of JVCO and (d) perform such other duties and have such other powers as are commonly incident to the office of Chief Financial Officer and of treasurer of JVCO, or as the Management Board may from time to time prescribe.

(iii) *Other Officers*. The Management Board may appoint certain other key officers (together with the Chief Executive Officer and the Chief Financial Officer, collectively the "Officers"), including a chief technical officer, chief operating officer and chief marketing officer, to manage JVCO together with the Management Board. The duties, powers and responsibilities of each such other officer shall be as determined by the Management Board but may not be inconsistent with this Article III or superior to the duties, power and responsibilities of the Chief Executive Officer or the Chief Financial Officer.

(b) The Officers shall conduct the day-to-day business of JVCO pursuant to such authority as may be delegated to each of them by the Management Board.

(c) Subject to the Five Year Plan and each Budget, the Officers shall hire such other employees as they shall deem necessary to operate JVCO, either directly employed or on a seconded basis in accordance with Section 7.07.

(d) Notwithstanding the foregoing, (i) the removal of any Officer with or without Cause in no way eliminates, reduces, or otherwise modifies the rights of TENA USA to veto a replacement or successor pursuant to this Section 3.12 and (ii) any Officer designated pursuant to this Section 3.12 may not previously have been an Officer

who was removed for Cause. No Shareholder shall have any liability to JVCO or to any other Shareholder or their Affiliates for the actions of an Officer designated, recommended, approved or not vetoed by such Shareholder.

Section 3.13. Subsidiaries. Subject to Section 3.10(b)(i) hereof, JVCO may form or acquire any corporation, partnership, limited liability company, joint venture or other legal entity (each a "Subsidiary"). If 100% of the stock or other equity interests of a Subsidiary is not held, directly or indirectly, by JVCO or other Subsidiaries of JVCO, the Parties will negotiate in good faith to amend this Agreement to address the governance of such new Subsidiary prior to such formation or acquisition.

Section 3.14. Fiscal Year. JVCO's fiscal year shall be from January 1st to December 31st (the "Fiscal Year") of each year.

ARTICLE IV
JVCO FUNDING

Section 4.01. Funding Principles.

(a) The Parties acknowledge and agree that, subject to tax and legal requirements and conditions in the financial markets and in the markets for JVCO's products, in order to maximize leverage for projects undertaken by JVCO, JVCO shall primarily seek to pursue debt from Third Parties that is non-recourse to the Shareholders to meet their ongoing funding requirements, and such Third Party debt may be senior to any debt incurred pursuant to Section 4.02 and Section 4.04 and may be secured by Liens on the assets of JVCO.

(b) It is the intention of the Parties, subject to the governance provisions included herein and in the Articles of Association, that all funding requirements of JVCO, to the extent not available from Third Party debt financing sources pursuant to Section 4.01(a), shall be provided first by TENA USA as Carry pursuant to Section 4.02, second by Shareholders and their Affiliates as Shareholder loans pursuant to Section 4.04 (*provided*, *however*, that such financing provided as Carry or Shareholder loans shall not cause JVCO to have greater than a three to one debt to equity ratio), and third by Shareholders and their Affiliates as Additional Capital pursuant to Section 4.03 (and then by TENA USA (and its Affiliates) and Amyris (and its Affiliates) in proportion to their pro rata ownership of the capital stock of JVCO).

Section 4.02. Carry by TENA USA.

(a) At any time and from time to time prior to December 31, 2016, the Management Board, taking into consideration the funding principles set forth in Section 4.01, may cause JVCO to provide written notice (a "Carry Notice") to TENA USA to procure one or more loans to JVCO (each, a "Carry") of not more than $50,000,000 in the aggregate (the "Aggregate Carry Amount"); *provided*, *however*, that in any vote by the Management Board to approve a Carry Notice, and *provided* that the Management Board has taken into consideration the funding principles set forth in Section 4.01, the Managing Directors appointed by TENA USA shall (i) not vote against

such approval and (ii) shall be deemed to be present at the meeting if they are not attending a duly convened Management Board meeting. The Carry Notice shall include the following information: (i) the amount of Carry to be loaned, (ii) a statement whether the Carry would be loaned in one tranche or in installments, and if in installments, the anticipated schedule and conditions of such installments, including milestones triggering payment, (iii) a certification by JVCO that the use of proceeds of the Carry is consistent with the limitation for the use of Carry in accordance with the last sentence of this Section 4.02(a) and (iv) a statement describing the use of proceeds for the Carry loan. A Carry may be provided after December 31, 2016 so long as the applicable Carry Notice was provided prior to December 31, 2016. Any Carry shall only be loaned to JVCO for purposes of (i) capital expenditures, (ii) acquisitions approved by the Management Board of Managing Directors per Section 3.09 for the purpose of making and selling activities undertaken by JVCO, and (iii) operating expenses and working capital needs of the Company.

(b) Each Carry shall be a loan from TENA USA, an Affiliate of TENA USA, or a Third Party financial institution arranged and guaranteed in full by and with full recourse to TENA USA and having the terms set forth in subsection (c) (each, a "Carry Lender") to JVCO. Each of the Carry Lender and JVCO shall negotiate in good faith definitive and customary documentation, reasonably satisfactory to the Carry Lender and Amyris (on behalf of JVCO), in respect of each Carry as promptly as practicable following delivery by JVCO of a Carry Notice and in any event within 90 days.

(c) The material terms of the Carry shall be as follows: (i) the Carry Lender shall earn interest on the outstanding principal on the Carry at a rate of 10.0% per annum, computed on the basis of the actual number of days elapsed; (ii) all unpaid principal, together with any then unpaid and accrued interest, in respect of all Carry shall be due and payable on December 31, 2020, unless otherwise agreed by the Parties, whether or not there shall exist sufficient Free Cash Flow to enable JVCO to make any such payment; (iii) the principal and interest on the Carry shall be repaid in dollars by wire transfer of immediately available funds to the Carry Lender; and (iv) all Carry (including any Carry provided by a Third Party financial institution) shall be subordinated to any indebtedness with any Third Parties (other than any Carry provided by a Third Party financial institution) but shall rank senior to other Shareholder loans. A Carry may provide for a single advance or may permit JVCO to draw down such Carry through multiple borrowings over a period of time, but any amounts repaid under a Carry may not be reborrowed as Carry.

(d) For so long as any Carry is outstanding, prior to making any distributions pursuant to Article V, JVCO shall use an amount equal to 70% of its Free Cash Flow, to repay the principal of, and interest accruing on, such Carry (with any such payments being applied first to the payment of interest).

(e) Each Carry shall be secured by (i) a pledge by JVCO of all assets of JVCO (ii) several (and not joint) guarantees by each Shareholder (and, in the case of Amyris, its ultimate parent entity, if applicable) in proportion to such Shareholder's pro rata ownership of JVCO, which guarantees shall additionally be secured by a pledge of

the Shares beneficially owned, directly or indirectly, by such Shareholder (and its Affiliates and Permitted Transferees). The definitive documentation in respect of the pledges and guarantees contemplated by this Section 4.02(e) shall be in customary form, shall be reasonably satisfactory to the Carry Lender and Amyris (on behalf of JVCO) and shall be negotiated in good faith by the Parties as promptly as practicable following delivery by JVCO of a Carry Notice and in any event within 90 days. In the event the Carry Lender is TENA USA or an Affiliate of TENA USA, the Carry Lender shall have no obligation to enforce any such guarantee against TENA USA; *provided*, *however*, that if Amyris shall make any payment in respect of any Carry under its guarantee, TENA USA shall make, or shall be deemed to have made, a payment in respect of such Carry under its guarantee corresponding to its proportionate equity in JVCO. The guarantees contemplated by this Section 4.02(e) shall be proportionately adjusted in the event: (x) a Third Party becomes a Shareholder in JVCO and issues a pro rata guarantee pursuant to subsection (f), or (y) a Shareholder's proportionate equity in JVCO is diluted or increased.

(f) If JVCO issues or sells Shares to a Third Party, or recognizes the Transfer of any Shares by any Shareholder to a Third Party, and any portion of the Aggregate Carry Amount has not yet been borrowed by JVCO, TENA USA shall assign, and such Third Party shall accept the assignment of, the pro-rata portion of TENA USA's obligation to provide the remaining unborrowed portion of the Aggregate Carry Amount that corresponds to the relative percentages of TENA USA (and its Affiliates) and such Third Party's shares in JVCO (excluding the shares of Amyris). If JVCO issues or sells Shares to a Third Party, or recognizes the Transfer of any Shares by any Shareholder to a Third Party, and any Carry is outstanding, the Carry Lender shall assign, and such Third Party shall accept the assignment of, the pro-rata portion of the outstanding Carry that corresponds to the relative percentages of the Carry Lender (and its Affiliates) and such Third Party's shares in JVCO (excluding the shares of Amyris), and such Third Party shall pay to the Carry Lender such pro-rata portion of any amounts outstanding under the Carry (including interest accrued) and no later than two Business Days after such issuance or sale of Shares and shall thereby become the Carry Lender with respect to such pro rata portion. Such Third Party shall also provide ultimate parent company guarantees and pledge its Shares as security for the repayment of its pro-rata portion (including the share of Amyris) of the Carry, in each case on substantially similar terms to those guarantees and pledges provided by the Shareholders.

Section 4.03. Additional Capital Contributions by the Shareholders.

(a) At any time after TENA USA has provided the Aggregate Carry Amount to JVCO, if the Management Board determines that JVCO requires additional capital for any reason or, prior to such a time, if the Management Board determines that JVCO requires additional capital and the use of proceeds of such additional capital does not meet the purpose requirements for a Carry contained in Section 4.02 (other than, in each case, to repay any outstanding Carry or Shareholder loans), and in each case the Third Party financing contemplated by Section 4.01(a) is not available or sufficient and sufficient Shareholder loans pursuant to Section 4.04 are not agreed with Shareholders or advisable due to applicable legal or tax constraints (such as minimum capital

requirements and thin capitalization rules), and accordingly the Management Board determines to seek additional equity capital for JVCO from the Shareholders (in any such case, "Additional Capital"), then JVCO shall (i) request that the Shareholders approve the issuance of Additional Capital pursuant to Section 3.10(b)(ii) and (ii) take or cause to be taken all actions reasonably necessary to effect the raising of such Additional Capital.

(b) If the Shareholders shall approve the issuance of Additional Capital pursuant to Section 3.10(b)(ii), then JVCO shall notify each Shareholder of the Additional Capital to be provided pursuant to this Section 4.03 by delivering a written notice to each Shareholder in accordance with Section 13.05 specifying the aggregate amount of Additional Capital required at such time, the entity seeking such Additional Capital, the amount of Additional Capital requested to be provided by such Shareholder, which shall be equal to the pro rata ownership of the capital stock of JVCO of such Shareholder and its Affiliates and Permitted Transferees, the price per Share for the Additional Capital (determined as set forth in Section 4.3(c) below), and the date on which such Additional Capital is due (which date shall be no less than 60 days following delivery of such notice) (the "Additional Capital Notice Period").

(c) The price per Share for the Additional Capital shall be (i) approved by the Management Board and (ii) agreed among the Parties purchasing such Additional Capital, or if such price cannot be so agreed, it shall be equal to the Share Price. For purposes of this Agreement, (i) "Share Price" means the Fair Value of JVCO divided by the total number of outstanding Shares (including in such case Shares that would be issuable upon conversion, exercise or exchange of all securities that are then convertible, exercisable or exchangeable into or for (whether directly or indirectly) Shares) as of the date of a determination of Fair Value; and (ii) "Fair Value" of JVCO means the aggregate equity value of JVCO that a willing buyer would pay a willing seller in an arms'-length transaction to acquire JVCO, assuming that JVCO was being sold in a manner designed to maximize bids, when neither the buyer nor the seller was acting under compulsion and when both have reasonable knowledge of the relevant facts, without any control premiums or illiquidity or minority interest discounts. Amyris and TENA USA shall negotiate in good faith for a period of 20 days from the date of the event giving rise to the need for a determination of Fair Value to try to determine the Fair Value of JVCO. If Amyris and TENA USA are unable to reach a mutual determination of Fair Value within such 20-day period, each of Amyris and TENA USA shall promptly appoint (at its own expense) a qualified, recognized appraiser of international standing (such as, by way of example only, the valuation group of an international accounting firm or a global investment bank) with substantial experience in valuing companies with a size, organization, and assets similar to that of JVCO (each, an "Advisor"), and each such Advisor shall deliver a written opinion with supporting materials as to the Fair Value of JVCO (an "Advisor's Report") to each of Amyris and TENA USA concurrently within 20 Business Days of its appointment (the " Opinion Period"). If the Fair Value of JVCO determined by an Advisor is presented in such Advisor's Report as a range of values, then the Fair Value of JVCO for purposes of such Advisor's Report shall be deemed to be the arithmetic average of such range. If only one Advisor timely delivers its Advisor's Report, the value determined by such Advisor shall be deemed to be the Fair Value of JVCO for purposes hereof. If both of the Advisors timely deliver an Advisor's Report

and if the difference between the Fair Values submitted by each Advisor equals 10% or less of the higher value, then the Fair Value of JVCO for purposes hereof shall be deemed to be the arithmetic average of the Fair Values submitted by such Advisors. If the difference between the two values is greater than 10% of the higher value, then Amyris and TENA USA shall negotiate in good faith for a period of 5 Business Days from the expiration of the Opinion Period to try to determine the Fair Value of JVCO. If, during such period, Amyris and TENA USA cannot agree on the Fair Value of JVCO, then they shall jointly select a third Advisor that has not been engaged by either of Amyris and TENA USA or their respective Affiliates in any capacity during the two-year period preceding such date, which third Advisor shall be required to choose only one of the two previously-submitted Fair Values and shall not be authorized to determine a new, third value. If Amyris and TENA USA cannot agree on the third Advisor, then their respective Advisors shall together be instructed to select as the third Advisor an Advisor that has not been engaged by either of Amyris and TENA USA or their respective Affiliates in any capacity during the two-year period preceding such date. Neither Amyris nor TENA USA (or any Affiliate or representative of either Amyris or TENA USA) shall communicate unilaterally with the third Advisor. The third Advisor will be instructed to deliver to Amyris and TENA USA concurrently, within 15 Business Days of its appointment, an Advisor's Report selecting which of the two Fair Values submitted by the original two Advisors better approximates the Fair Value of JVCO. The value chosen by the third Advisor shall then be deemed to be the Fair Value of JVCO and will be non-appealable, final and binding on the Parties for purposes hereof. The Parties shall cooperate with each other and with the Advisors and shall provide all information reasonably requested by the Advisors in connection with their valuation. The Advisors shall, in determining the Fair Value of JVCO, consider all material information resulting from such diligence and access, subject to the definition of "Fair Value" set forth herein. Each of Amyris and TENA USA shall bear the fees and expenses of its Advisor, and they shall split equally the fees and expenses of the third Advisor. Each Party shall use its respective reasonable efforts to assist in the determination of the Fair Value of JVCO, including providing any information reasonably required for such purpose.

(d) Promptly upon a contribution of Additional Capital pursuant to this Section 4.03, JVCO shall issue to each contributing Shareholder (or its designated Affiliate) that receives additional Shares pursuant to this Section 4.03 such additional Shares, Schedule 6.02 to this Agreement and the register of Shareholders of JVCO shall be amended to reflect the issuance of such additional Shares to reflect the name of the designated Affiliate holding such Shares.

Section 4.04. Shareholder Loans. Subject to Section 4.02, the Shareholders (or any Affiliates thereof) may, but shall not be obligated to, make loans to JVCO, to the extent requested in writing by JVCO, if the material terms and conditions thereof are approved by the Management Board and the Shareholders. Such loans shall (i) be on terms acceptable to JVCO, and agreed to by the Management Board and the Shareholders; (ii) be made by a Shareholder in proportion to such Shareholder's pro rata ownership of JVCO; (iii) rank pari passu with all other Shareholder loans (other than any Carry) and be made pursuant to identical contractual terms (including with respect to interest thereon) with each Shareholder; (iv) provide that drawdowns and, except as required pursuant to Section 9.01, repayments be simultaneous for all

Shareholders (with the amount of a drawdown to be proportional to such Shareholders' pro rata ownership of JVCO and the amount of a repayment to be proportional to the aggregate outstanding amount of Shareholder loans); and (v) be subordinated to any indebtedness with any Third Parties and to any Carry. With the exception of the Carry in Section 4.02, under no circumstances shall a Shareholder (or any Affiliate thereof) be obligated to make loans to JVCO.

Section 4.05. Funding Defaults.

(a) In the event of any (i) failure by Amyris or TENA USA, as applicable, to contribute its pro rata share of previously approved and committed Additional Capital to the extent required pursuant to Section 4.03, (ii) failure by Amyris or TENA USA, as applicable, to fund a drawdown of a Shareholder loan to the extent required pursuant to Section 4.04, or (iii) failure by TENA USA to fund a Carry to the extent required pursuant to Section 4.02, in each case which failure is not cured within five Business Days of the applicable required funding date (in each case a "Funding Default" and, the Shareholder whose failure to fund any such Additional Capital, Shareholder Loan or Carry, the "Defaulting Shareholder"), the other Shareholder (the "Non-Defaulting Shareholder"), at its sole option, may either: (A) if applicable, discontinue payments of, and no longer be obligated to make any drawdown or contribution of, such Shareholder loan or Additional Capital, and, to the fullest extent possible under applicable laws, immediately be repaid any and all amounts paid by the Non-Defaulting Shareholder that were unmatched by the Defaulting Shareholder, or (B) fund the amount of such Funding Default not paid by the Defaulting Shareholder to the Company, in the form of a loan from the Non-Defaulting Shareholder to JVCO (a "Funding Default Loan"), which Funding Default Loan shall bear interest at a rate equal to 10% per annum, shall have a payment term of three years and shall be convertible at the election of the Non-Defaulting Shareholder into Shares at any time after six months have elapsed from the date of funding such Funding Default Loan at a conversion price equal to 0.85 of the Share Price (the "Funding Default Loan"); *provided*, *however*, that if (x) the Funding Default Loan has not been converted after one year has elapsed from the date of funding such Funding Default Loan, and (y) the original principal under the Funding Default Loan was greater than $10,000,000, at any time after one year following the funding of such Funding Default Loan, the Non-Defaulting Shareholder shall have the right to purchase all (but not less than all) of the Shares held by the Defaulting Shareholder (and any of its Affiliates and Permitted Transferees) at the Fair Value of the Shares held by the Defaulting Shareholder (and its Affiliates and Permitted Transferees) (the "Default Purchase"); *provided*, *further*, *however*, that the Defaulting Shareholder can cure any such Funding Default prior to any exercise of conversion or purchase rights contemplated by this Section 4.05 by funding the amount of such Funding Default plus any interest accrued on the Funding Default Loan to JVCO (which JVCO will promptly then pay to the Non-Defaulting Party).

(b) The closing of any Default Purchase shall take place at the principal executive offices of JVCO on the 30th day after the final determination of the Fair Value of the Shares held by the Defaulting Shareholder and its Affiliates and Permitted Transferees (which closing date may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any

Competition Law in connection with such sale of Shares to the Non-Defaulting Party). At such closing (i) the Non-Defaulting Party shall deliver to the Defaulting Party the appropriate cash consideration by wire transfer of immediately available funds and (ii) the Defaulting Party shall transfer the Shares (which shall be free and clear of Liens, defects and other adverse interests (other than as provided for in this Agreement)) held by the Defaulting Party (and any of its Affiliates and Permitted Transferees) to the Non-Defaulting Party. Concurrent with the payment of the appropriate cash consideration, the Non-Defaulting Party shall, or shall cause JVCO to, repay in full all principal and accrued and unpaid interest on all Shareholder loans provided by the Defaulting Party (and any of its Affiliates and Permitted Transferees), and shall cause the several guarantees by the Defaulting Party (and, in the case of Amyris, its ultimate parent entity, if applicable) and any pledge of the Shares beneficially owned, directly or indirectly, by such Shareholder (and its Affiliates and Permitted Transferees) securing such guarantees to be released in full. Any transfer pursuant to this Section 4.05 shall be made without any representations, warranties, covenants or indemnities; *provided*, *however*, that the Defaulting Party shall be deemed to have represented that (i) the transfer has been duly authorized by it; (ii) it has the capacity, power and authority to transfer such Shares; and (iii) the Non-Defaulting Party shall obtain good and valid title to such Shares, free and clear of any Liens, defects and other adverse interests (other than as provided for in this Agreement). Notwithstanding anything to the contrary in this Agreement, a Transfer pursuant to this Section 4.05 shall not be subject to Article VI.

Section 4.06. Participation Rights on Third Party Financing. (a) With respect to any proposed issuance to any Third Party of Shares or securities exchangeable or exercisable for or convertible into Shares ("Securities") (other than any Non-Participation Issuance), JVCO shall offer to each Shareholder (other than any Shareholder that acquired Shares upon exercise of any options to subscribe for Shares issued pursuant to an option plan or other compensation arrangement) (each, an "Eligible Shareholder"), in lieu of the Third Party to whom such Securities are proposed to be issued, by written notice (the "Issuance Notice") the right, for a period of 60 days following delivery of such Issuance Notice (the "Participation Exercise Period"), to subscribe for, at a subscription price per Security equal to the subscription price for which the Securities are proposed to be issued to such Third Party and otherwise upon the terms specified in the Issuance Notice, up to that number of Securities necessary to permit such Eligible Shareholder to maintain its pro rata ownership of JVCO (after giving effect to any Securities issued to JVCO) following such issuance (calculated on an as-converted basis) ("Pro Rata Share") in accordance with paragraph (b) below. The Issuance Notice shall include the aggregate number and type of Securities to be issued, the price per Security and any other material terms of the proposed issuance to such Third Party; *provided*, *however*, if the subscription price at which JVCO proposes to issue, deliver or sell any Securities is to be paid with consideration other than cash, then the subscription price at which a Shareholder may acquire its portion of such Securities will be equal in value (as determined in good faith by the Management Board) but payable entirely in cash. Each Eligible Shareholder's rights under this Section 4.06(a) shall terminate if not exercised within the Participation Exercise Period.

(b) Each Eligible Shareholder (or any Affiliate thereof) may accept JVCO's offer as to the full number of Securities offered to it or any lesser number by written notice thereof delivered by such Eligible Shareholder to JVCO prior to the expiration of the Participation Exercise Period (an "Acceptance Notice"), in which event JVCO shall issue, and such Eligible Shareholder (or any Affiliate thereof) shall buy, upon the terms specified in the Issuance Notice, the number of Securities agreed to be purchased by such Eligible Shareholder (or any Affiliate thereof) on a date not later than 10 days (or longer if required by law) after the expiration of the Participation Exercise Period. In the event any purchase by an electing Eligible Shareholder (or any Affiliate thereof) is not consummated, other than as a result of the fault of JVCO, within the time period specified above, JVCO may issue the Securities subject to purchase by the defaulting Eligible Shareholder (or any Affiliate thereof) to any other Eligible Shareholder (or any Affiliate thereof) electing to purchase Securities pursuant to this Section 4.06. Any Securities not purchased by the Eligible Shareholders (or their Affiliates) may be issued by JVCO at any time prior to 90 days after the expiration of the Participation Exercise Period to the Third Party to which JVCO intended to issue such Securities on terms and conditions no less favorable to JVCO than the terms specified in the Issuance Notice. No issuance of Securities may be made to any Person unless such Person agrees in writing to be bound by the terms and conditions of this Agreement. JVCO shall not issue any Securities that have not been subscribed for within such 90-day period without again complying with this Section 4.06.

(c) Promptly upon an issuance of Securities pursuant to this Section 4.06, JVCO shall issue to each Person that receives Securities pursuant to this Section 4.06 such Securities the register of Shareholders of JVCO shall be amended to reflect the issuance of such Securities and to reflect the name of such Person.

ARTICLE V
DISTRIBUTIONS

Section 5.01. General. Except as otherwise provided in this Agreement, distributions prior to the dissolution of JVCO shall be made in accordance with this Article V and each Shareholder actually receiving amounts pursuant to a specific distribution by JVCO shall receive a pro rata share of each item of cash or property of which such distribution is constituted (based upon such Shareholder's pro rata ownership of JVCO).

Section 5.02. Distributions. At least once annually, the Management Board shall determine to what extent JVCO has Free Cash Flow. To the extent that the Management Board determines that JVCO has Free Cash Flow, the Management Board shall use an amount equal to 70% of such cash to repay any outstanding Carry in accordance with Section 4.02(d), and with respect to the remainder of such cash shall either (i) retain such cash in JVCO to meet current and anticipated needs and commitments (including the Budget, the Five Year Plan, capital expenditures, operating expenses, research and development expenses, tax liabilities and payments to Third Party creditors), along with a reserve for future costs, expenses, liabilities and obligations, or (ii) use such cash to repay or prepay any outstanding Shareholder loans other than any Carry or, in the event there are no outstanding Shareholder loans, distribute such cash to the Shareholders in accordance with Section 5.01. The allocation of such cash as between clause

(i) and (ii) shall be subject to Board Approval; *provided*, that no cash allocated to clause (i) for any period shall be included in Free Cash Flow for any future period.

Section 5.03. Tax Distributions.

[reserved]

ARTICLE VI
RESTRICTIONS ON TRANSFER AND SHARE PLEDGES

Section 6.01. General. JVCO and each Shareholder agrees that it shall not, and shall not permit any of its respective Affiliates to, directly or indirectly (it being acknowledged that a change of control of a Shareholder shall not constitute an indirect Transfer of Shares for purposes of the Agreement and shall instead be addressed pursuant to Article IX), make, effect or otherwise consummate any Transfer of any Shares except in accordance with the terms and conditions of this Agreement. Each Shareholder shall pledge its Shares to the other Shareholder as security for the performance of its obligations under this Agreement.

Section 6.02. New Shareholders. In the event that any Shares are validly Transferred pursuant to this Article VI, the register of Shareholders of JVCO shall be amended to reflect any changes in the ownership of Shares. If any Shares are validly Transferred pursuant to this Article VI to a Person who is not then a party to this Agreement, as a condition to any such Transfer and prior to the effectiveness of any such Transfer, such Person shall execute a joinder to this Agreement adding such Person as a party to this Agreement and binding such Person to the terms and conditions of this Agreement.

Section 6.03. Recognition of Transfer. No Transfer of any Shares that is in violation of this Article VI shall be valid or effective, and neither JVCO nor any Shareholder shall recognize such invalid Transfer. Neither JVCO nor any Shareholder shall incur any liability as a result of refusing to make any distributions to the transferee of any such invalid Transfer.

Section 6.04. Lock-up Period. During the Lock-up Period, no Transfer of Shares (other than transfers to Permitted Transferees in accordance with Section 6.07) shall be permitted in any circumstance.

Section 6.05. Rights of First Refusal.

(a) Rights of First Refusal Generally.

(i) Subject to the limitations of Section 6.05(f), if at any time following the expiration of the Lock-up Period, any Shareholder (the "Offering Shareholder") receives a Bona Fide Offer that such Offering Shareholder wishes to accept (a "Transfer Offer") from any Third Party (the "Offeror") to purchase or otherwise acquire Shares then owned by the Offering Shareholder (together with any Tag-Along Shares in substitution for an equal portion of such Shares after the exercise of tag-along rights pursuant to Section 6.06, the "Transfer Shares"), the Offering Shareholder shall provide a written notice (the "Right of First Refusal Notice") of such Transfer Offer (which shall contain a copy of the Bona Fide Offer) to JVCO and to each of the other Eligible Shareholders (the "Shareholder Offerees" and, together with

JVCO, the "Transfer Offerees"). The Right of First Refusal Notice shall also contain an irrevocable offer by the Offering Shareholder to sell all, but not less than all (unless otherwise consented to by the Offering Shareholder), of the Transfer Shares to the Transfer Offerees (in the manner set forth below) at the same price, for the same form of consideration and upon terms and conditions that are no less favorable to the Transfer Offerees than the terms and conditions contained in the Transfer Offer and shall be accompanied by a copy of the Transfer Offer (which shall identify the Offeror, the Transfer Shares, the price contained in the Transfer Offer and all of the other terms and conditions of the Transfer Offer); *provided*, *however*, that (i) the Right of First Refusal Notice may be combined with a Tag-Along Notice and (ii) references herein to a Right of First Refusal Notice shall be deemed to include any such combined Tag-Along Notice/Right of First Refusal Notice.

(ii) The Transfer Offerees shall have the right and option, within 30 Business Days after the date that the Right of First Refusal Notice is delivered to such Transfer Offerees (which 30-Business Day period, in the case of a combined Tag-Along Notice/Right of First Refusal Notice, shall run concurrently with the 30-Business Day period set forth in Section 6.06(a)(iii)), to irrevocably accept such offer (subject to the priorities and pro rata adjustments set forth below), in the aggregate, as to all, but not less than all (unless otherwise consented to by the Offering Shareholder), of the Transfer Shares. Each Transfer Offeree that desires to exercise such option shall provide the Offering Shareholder with written notice (specifying the number of Transfer Shares as to which each Transfer Offeree is accepting the offer) within such 30-Business Day period. Unless the Offering Shareholder shall have otherwise consented to the purchase of less than all of the Transfer Shares, no Transfer Offeree shall have the right to acquire such Transfer Shares unless all such Shares are being acquired by Transfer Offerees pursuant to the provisions of this Section 6.05.

(iii) Notwithstanding anything to the contrary contained in this Section 6.05, there shall be no liability on the part of the Offering Shareholder to any Shareholder in the event that the sale of Transfer Shares contemplated by this Section 6.05 is not consummated for any reason whatsoever. Whether a sale of Transfer Shares contemplated by this Section 6.05 is effected by the Offering Shareholder is in the sole and absolute discretion of the Offering Shareholder.

(b) Apportionment of Shares Among Eligible Shareholders in the Event of Over-Subscription. If the aggregate number of Transfer Shares as to which notices of acceptance that are provided by all Transfer Offerees exceeds the number of Transfer Shares, then the right to purchase the Transfer Shares shall be allocated (i) first, to JVCO and (ii) second, to the Shareholder Offerees with respect to any Transfer Shares as to which a notice of acceptance has not been provided by JVCO (the "Excess Transfer Shares"). Each Shareholder Offeree that provided a notice of acceptance shall be allocated the lesser of (A) the number of Transfer Shares that such Shareholder Offeree agreed to purchase and (B) the number of Transfer Shares equal to the full number of Excess Transfer Shares multiplied by a fraction (x) the numerator of which shall be the number of Shares held or deemed to be held by such Shareholder Offeree as of the date of the Right of First Refusal Notice (for the purpose of such calculation, a Shareholder Offeree shall be deemed to hold the number of Shares that would be issuable, as of the date of the Right of First Refusal Notice, to such Shareholder Offeree upon conversion,

exercise or exchange of all securities then held by such Shareholder Offeree that are then convertible, exercisable or exchangeable (but excluding any unvested options) into or for (whether directly or indirectly) Shares), and (y) the denominator of which shall be the aggregate number of Shares (calculated as aforesaid) held or deemed to be held on such date by all Shareholder Offerees who accepted the offer contained in the Right of First Refusal Notice. After giving effect to the initial allocation of Excess Transfer Shares to Shareholder Offerees pursuant to the preceding sentence, the balance of the Excess Transfer Shares (if any) offered shall be reallocated among the Shareholder Offerees accepting the offer contained in the Right of First Refusal Notice in the same proportion as set forth in the preceding clause (B) (*provided*, *however*, that no Shareholder Offeree shall be obligated to purchase more than the number of Transfer Shares that such Shareholder Offeree initially agreed to purchase) in continuous reallocations until all such remaining shares have been reallocated fully among such Shareholder Offerees; *provided*, *however*, that all allocations referred to herein shall be determined in good faith by JVCO in accordance with the provisions of this Section 6.05(b) and any share amounts so determined shall be rounded to avoid fractional shares.

(c) Apportionment of Shares Among Eligible Shareholders in the Event of Failure to Purchase. If any Transfer Shares are not purchased by a Shareholder Offeree (the "Defaulting Offeree") that previously delivered a written notice of acceptance relating thereto and was allocated Transfer Shares in accordance with Section 6.05(b) (collectively, the "Transfer Default Shares"), such Transfer Default Shares may be purchased (i) first, by JVCO at its option and (ii) if JVCO declines to purchase such shares, by the other Shareholder Offerees purchasing Transfer Shares (the "Default Offerees") allocated among such Default Offerees in proportion to the number of Transfer Shares otherwise being purchased by those of such Default Offerees who agree to purchase Transfer Default Shares; *provided*, *however*, that the provisions of this Section 6.05(c) shall not excuse the failure by any Defaulting Offeree to purchase Transfer Default Shares with respect to which it previously delivered a written notice of acceptance relating thereto and was allocated shares in accordance with Section 6.05(b); *provided further*, *however*, that all allocations referred to herein shall be determined in good faith by JVCO in accordance with the provisions of this Section 6.05(c) and any share amounts so determined shall be rounded to avoid fractional shares. The provisions of the last sentence of Section 6.05(a)(ii) shall apply if JVCO and the Default Offerees do not in the aggregate purchase all of the Transfer Default Shares.

(d) Transfer Mechanics. The closing of the purchase of the Transfer Shares by the Transfer Offerees who have exercised the option pursuant to Section 6.05(a) shall take place at the principal executive offices of JVCO on the 30th day (which 30-day period may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any Competition Law in connection with such purchase of Transfer Shares by the Transfer Offerees) after the expiration of the 30-Business Day period after the delivery of the Right of First Refusal Notice (or such other date as may be mutually agreed to by the parties to such transaction). At such closing, (i) each Transfer Offeree shall deliver to the Offering Shareholder (and to any holder of Tag-Along Shares that is selling together with the Offering Shareholder) the appropriate per share consideration and (ii) the Offering

Shareholder (and any holder of Tag-Along Shares that is selling together with the Offering Shareholder) shall transfer the Transfer Shares (and the Tag-Along Shares) (which shall be free and clear of Liens, defects and other adverse interests (other than as provided for in this Agreement)) to the Transfer Offerees.

(e) Transfers to Third Parties After JVCO and the Eligible Shareholders Decline Rights of First Refusal. If at the end of the 30-Business Day period following the delivery of the Right of First Refusal Notice, the Transfer Offerees shall not have collectively accepted the offer contained in such notice as to all Transfer Shares covered thereby (unless otherwise consented to by the Offering Shareholder), the Offering Shareholder shall have 30 days (which 30-day period may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any Competition Law in connection with such sale of the Transfer Shares to the Offeror) in which to sell the Transfer Shares to the Offeror at a price not less than that contained in the Right of First Refusal Notice and on terms and conditions not more favorable to the Offeror than were contained in the Right of First Refusal Notice. No sale may be made to any Offeror unless such Offeror agrees in writing to be bound by the terms and conditions of this Agreement. Promptly after any sale pursuant to this Section 6.05(e), the Offering Shareholder shall notify JVCO of the consummation thereof and shall furnish such evidence of the completion (including time of completion) of such sale and of the terms and conditions thereof as JVCO may reasonably request. If, at the end of such 30-day period (as such period may be extended as set forth above), the Offering Shareholder has not completed the sale of the Transfer Shares, then the Offering Shareholder and its Permitted Transferees shall no longer be permitted to sell such Shares pursuant to this Section 6.05(e) without again fully complying with the provisions of this Section 6.05, and all of the restrictions on Transfer contained in this Agreement shall again be in effect with respect to all such Person's Shares, including the Transfer Shares. In addition, the Offering Shareholder and its Permitted Transferees shall not be entitled to give another Right of First Refusal Notice for a period of 180 days from the day its earlier Right of First Refusal Notice was delivered.

(f) Exceptions to Rights of First Refusal. The provisions of this Section 6.05 shall not be applicable to any Transfer of Shares from any Shareholder to any Permitted Transferee, or from any Permitted Transferee of such Shareholder to such Shareholder; *provided*, *however*, that in any Transfer to a Permitted Transferee, such Permitted Transferee must agree in writing to be bound by the terms and conditions of this Agreement.

Section 6.06. Tag-Along Rights.

(a) Tag-Along Rights Generally.

(i) Subject to the limitations of Section 6.06(e), if any Shareholder (the "Transferor") proposes to Transfer any of its Shares to a Third Party (including any other Shareholder) (the "Buyer"), and such Transfer is not prohibited by Section 6.04, the Transferor Selling Person shall first offer to each of the other Shareholders (the "Tag-Along Offerees") to include, at the option of each Tag-Along Offeree, in the Transfer to the Buyer, such number of

Shares (collectively, the "Tag-Along Shares") as shall be determined in accordance with this Section 6.06; *provided*, that with respect to any such Transfer that is also governed by Section 6.05, the Shareholders having a right of first refusal under Section 6.05 shall have first been or shall concurrently be afforded the opportunity to acquire such Shares in accordance with the provisions of Section 6.05.

(ii) Upon the receipt by the Transferor of a Bona Fide Offer from a Buyer to purchase or otherwise acquire Shares then owned by the Transferor (other than a Transfer that, pursuant to Section 6.06(e), would not be subject to the provisions of Section 6.06) that such Transferor desires to accept, such Transferor shall provide written notice (the "Tag-Along Notice") of such Buyer's offer (which shall contain a copy of the Bona Fide Offer) to JVCO and each of the Tag-Along Offerees. The Tag-Along Notice must contain an offer by the Buyer to purchase or otherwise acquire Tag-Along Shares from the Tag-Along Offerees according to the terms and conditions of this Section 6.06 and at the same price, for the same form of consideration and upon terms and conditions that are no less favorable to the Tag-Along Offerees than the terms and conditions contained in the Buyer's offer and shall be accompanied by a copy of the Buyer's offer (which shall identify the Buyer, the Shares proposed to be Transferred by the Transferor, the price contained in the Buyer's offer and all of the other terms and conditions of the Buyer's offer); *provided*, *however*, that (1) the Tag-Along Notice may be combined with a Right of First Refusal Notice and (2) references herein to a Tag-Along Notice shall be deemed to include any such combined Tag-Along Notice/Right of First Refusal Notice.

(iii) At any time within 30 Business Days after its receipt of the Tag-Along Notice (which 30-Business Day period, in the case of a combined Tag-Along Notice/Right of First Refusal Notice, shall run concurrently with the 30-Business Day period set forth in Section 6.05(a)(ii)), each of the Tag-Along Offerees may irrevocably accept the Buyer's offer included in the Tag-Along Notice for up to such number of Tag-Along Shares as is determined in accordance with the provisions of this Section 6.06 by furnishing written notice of such acceptance to the Transferor and the Buyer. Such written notice of acceptance must be accompanied by a limited power-of-attorney authorizing the Transferor to sell or otherwise dispose of such shares pursuant to the terms and conditions set forth in the Tag-Along Notice and the terms and conditions of this Section 6.06.

(iv) Notwithstanding anything to the contrary contained in this Section 6.06, there shall be no liability on the part of the Transferor to any Shareholder in the event that the sale of Shares to the Buyer contemplated by this Section 6.06 is not consummated for any reason whatsoever. Whether a sale of Shares to the Buyer contemplated pursuant to this Section 6.06 is effected is in the sole and absolute discretion of the Transferor.

(b) Allocation of Tag-Along Shares. Each Tag-Along Offeree shall have the right to sell pursuant to the Buyer's offer a number of Tag-Along Shares up to (i) the total number of Shares to be acquired by the Buyer as set forth in the Tag-Along Notice (or such higher number of Shares as the Buyer may agree to) multiplied by (ii) a fraction (x) the numerator of which shall be the number of Shares held or deemed to be held by such Tag-Along Offeree as of the date of the Tag-Along Notice (for the purpose of such calculation, a Tag-Along Offeree shall be deemed to hold the number of Shares that would be issuable, as of the date of the Tag-Along Notice, to such Tag-Along Offeree

upon conversion, exercise or exchange of all securities then held by such Tag-Along Offeree that are then convertible, exercisable or exchangeable (but excluding any unvested options) into or for (whether directly or indirectly) Shares), and (y) the denominator of which shall be the aggregate number of Shares (calculated as aforesaid) held or deemed to be held on such date by all Shareholders; *provided*, *however*, that all allocations referred to herein shall be determined in good faith by JVCO in accordance with the provisions of this Section 6.06(b) and any share amounts so determined shall be rounded to avoid fractional shares.

(c) Transfer Mechanics. The purchase from the Tag-Along Offerees pursuant to this Section 6.06 shall be on the same terms and conditions, including any representations, warranties, covenants and indemnities, the per share price (which shall be paid by wire transfer of immediately available funds, unless otherwise specified in the Tag-Along Notice) and the date of sale or other disposition (*provided*, *however*, that if a right of first refusal has been exercised such date shall be determined by Section 6.05(d)), as are received by the Transferor and stated in the Tag-Along Notice. As promptly as practicable (but in no event later than one Business Day) after the consummation of the sale or other disposition of Shares of the Transferor and Tag-Along Shares of the Tag-Along Offerees to the Buyer (including a sale to a Transfer Offeree or Transfer Offerees pursuant to Section 6.05), the Transferor shall (i) notify the Tag-Along Offerees thereof; (ii) remit to each Tag-Along Offeree who accepted the Buyer's offer in accordance with the provisions of this Section 6.06 the total sales price of the Tag-Along Shares of such Tag-Along Offeree sold or otherwise disposed of pursuant thereto; and (iii) furnish such other evidence of the completion and time of completion of such sale or other disposition and the terms and conditions thereof as may be reasonably requested by the Tag-Along Offerees.

(d) Transfers After Shareholders Decline Tag-Along Rights. If within 30 Business Days after the delivery of the Tag-Along Notice any Tag-Along Offeree has not accepted the offer contained in the Tag-Along Notice, then such Tag-Along Offeree will be deemed to have waived any and all rights with respect to the sale or other disposition of Tag-Along Shares described in the Tag-Along Notice and the Transferor shall have 30 days (which 30-day period may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any Competition Law in connection with such sale of Shares to the Buyer) in which to sell or otherwise dispose of the Shares described in the Buyer's offer on terms and conditions not more favorable to the Transferor than were set forth in the Tag-Along Notice. If, at the end of such 30-day period (as such period may be extended as set forth above), the Transferor has not completed the sale or other disposition of Shares of the Transferor and Tag-Along Shares of any Tag-Along Offeree in accordance with the terms and conditions of the Buyer's offer all of the restrictions on Transfer contained in this Agreement with respect to Shares owned by the Transferor shall again be in effect.

(e) Exceptions to Tag-Along Rights. The provisions of this Section 6.06 shall not be applicable to any Transfer of Shares from any Shareholder to any Permitted Transferee, or from any Permitted Transferee of such Shareholder to such Shareholder; *provided*, *however*, that in any Transfer to a Permitted Transferee, such

Permitted Transferee must agree in writing to be bound by the terms and conditions of this Agreement.

Section 6.07. Permitted Transferees. Notwithstanding the restrictions in this Article VI but subject to Section 6.01, Section 6.02 and Section 6.03, a Shareholder shall be permitted to Transfer all or any portion of its Shares to an Affiliate of such Shareholder (a "Permitted Transferee"); provided, however, that (a) the transferring Shareholder delivers to the Management Board 20 days' prior written notice of a proposed Transfer specifying the Shares to be Transferred and the identity of the proposed transferee, together with such documentation as the Management Board may reasonably require in order to demonstrate that the proposed transferee qualifies as such Shareholder's Permitted Transferee, (b) such Affiliate shall execute a statement in writing and reasonably acceptable to JVCO whereby such Affiliate expressly agrees to become a party to this Agreement, and (c) if such Affiliate ceases at any time after any such Transfer to be an Affiliate of the transferring Shareholder, all Shares previously Transferred to such Affiliate shall be required to be promptly Transferred back to the transferring Shareholder. No Transfer of Shares to a Permitted Transferee shall release the assigning Shareholder from liability for the obligations of such Shareholder and its Permitted Transferee pursuant to this Agreement, unless otherwise agreed by all of the Shareholders. Notwithstanding anything to the contrary in this Agreement, a Transfer pursuant to this Section 6.07 shall not be subject to either Section 6.05 or Section 6.06.

Section 6.08. Registration Rights. In the event JVCO agrees to include any Shares (including any securities issued in exchange for any Shares) held by any Shareholder in any registration statement to be filed by JVCO with the United States Securities and Exchange Commission, or any similar document to be filed with any other securities exchange or regulatory authority in connection with any public offering of Shares (including any securities issued in exchange for any Shares), JVCO shall afford all Eligible Shareholders an equal right and opportunity to include their Shares (including any securities issued in exchange for any Shares) in such registration statement or similar filing, and any cut-backs or similar restriction on the ability to include such Shares (including any securities issued in exchange for any Shares) shall be applied to the Eligible Shareholders on a pro rata basis in proportion, as nearly as practicable, to the respective amounts of Shares (including any securities issued in exchange for any Shares) then held by all such Eligible Shareholders.

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.01. Information to be Provided to Shareholders.

(a) JVCO will prepare and deliver to each Shareholder: (i) Quarterly Financial Statements as soon as practicable after the end of each fiscal quarter but in any event within 45 days after such fiscal quarter; (ii) Financial Statements that are audited by the Auditors as soon as practicable after the end of each Fiscal Year but in any event within 90 days after the end of each Fiscal Year; (iii) as soon as available, but in any event no later than September 15 of each year, the proposed Budget for the following Fiscal Year, and promptly following the adoption thereof by the Management Board, the Budget for such Fiscal Year as adopted by the Management Board; (v) after the adoption

of the Initial Five Year Plan, no later than January 31 of each year, a new Five Year Plan in respect of the next five Fiscal Years; and (vi) promptly following any amendment to any item contemplated by clauses (i) through (v), each such amendment. Upon request by any Shareholder, JVCO shall also provide such Shareholder and such Shareholder's auditors with such additional financial or other information as it may reasonably require to timely comply with its financial and other reporting and certification requirements pursuant to applicable law, audit and listing requirements. To the extent practicable, such Shareholder requesting such additional financial or other information shall use commercially reasonable efforts to provide such requests for additional information to JVCO sufficiently in advance of the required delivery date so as to allow JVCO to incorporate such requests into its standard record keeping practices (which shall include record keeping in compliance with the Accounting Standards) and to minimize the incurrence of additional expenses for JVCO with respect thereto. JVCO will also promptly provide to each Shareholder copies of all final reports (including management representation letters, list of adjustments not booked, management comment letters and the like) delivered by the Auditors. JVCO shall make available such books, records, files, data and information of JVCO as reasonably requested by such Shareholder for such Shareholder and such Shareholder's auditors to (i) enable Shareholder to prepare its books, quarterly and annual consolidated financial statements and other public reports, including certifications, as required pursuant to applicable law and listing requirements and (ii) if applicable, to verify that JVCO has established and maintains a sufficient system of disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the United States Securities Exchange Act of 1934, as amended) and internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the United States Securities Exchange Act of 1934, as amended), including information technology general controls, in order to ensure timely and accurate financial statement inputs, and for such Shareholder's auditors to perform their audits and quarterly reviews of the books of account and records of JVCO as a consolidated Subsidiary of such Shareholder.

(b) JVCO will promptly notify in writing each Shareholder of the occurrence of any material breaches or defaults pursuant to contracts and the occurrence of material litigation and the occurrence of any other event that, in the good faith determination of the CEO, is reasonably likely to have a material adverse impact on JVCO. JVCO will also furnish or cause to be furnished to each Shareholder, promptly after the sending or filing thereof, copies of all reports that JVCO sends to any of its creditors, and copies of all tax returns that JVCO files with any taxing authority.

Section 7.02. Access to Information. Subject to Section 7.03, JVCO will permit representatives of each Shareholder, upon reasonable advance notice and at such Shareholder's sole costs and expense, to (a) obtain from JVCO all documents and other information in the possession or control of JVCO as may reasonably be requested, (b) visit and inspect the properties of JVCO, (c) discuss the business, affairs, finances and accounts of JVCO with officers of JVCO, and (d) have access to the books, records, properties, facilities and employees of JVCO, in each case, in order to (i) monitor its investment in JVCO, (ii) exercise its rights pursuant to this Agreement and (iii) confirm the satisfaction of JVCO with its covenants and obligations hereunder; *provided*, *however*, that any such access or furnishing of information shall

be conducted during normal business hours, under the reasonable supervision of JVCO's employees and in such a manner as not to unreasonably interfere with the normal business operations of JVCO.

Section 7.03. Confidential Information.

(a) Except as provided herein or as otherwise agreed in writing, each Party (i) shall, and shall cause its Affiliates, officers, directors, employees, attorneys, accountants, auditors and agents (collectively "Representatives") to, maintain in the strictest confidence any and all confidential or proprietary information relating to another Party that is not available to the general public and that is obtained pursuant to this Agreement, including such information about properties, employees, finances, businesses and operations of such other Party, and all notes, extracts, summaries, analyses, compilations, studies, forecasts, interpretations or other documents prepared by the recipient or its Representatives and that contain, reflect or are based upon, in whole or in part, any confidential or proprietary information (collectively, the "Confidential Information"); and (ii) shall not use or disclose, and shall cause its Representatives not to use or disclose, any Confidential Information, except (A) as expressly permitted by the disclosing Party, as expressly permitted in this Agreement, or to the extent that a disclosure is required pursuant to applicable stock exchange rules or applicable law, regulation, or governmental or regulatory order (and in which event the Party making such disclosure or whose Representatives are making such disclosure shall so notify the disclosing Party as promptly as practicable (and, if practicable, prior to making such disclosure), shall disclose only such information as it is required to disclose pursuant to such stock exchange rules, law, regulation, or governmental or regulatory order, and, in connection with filings with a stock exchange or governmental or regulatory entity, shall cooperate with the other Party and use commercially reasonable efforts to seek confidential treatment for proprietary confidential technical information as well as confidential customer-specific pricing information), or (B) to the extent that the receiving Party has the right to use or disclose such information under the Collaboration Agreement, Amyris License Agreement, or TENA USA License Agreement.

(b) Notwithstanding Section 7.03(a), any Party may provide, or require JVCO to provide, Confidential Information to a prospective purchaser of all or a portion of such Party's Shares, or to a prospective provider of equity or debt financing for such Party or its Affiliates or to a prospective party to a change of control of such Party in connection with reasonable due diligence by such Person; *provided*, *however*, that (i) prior to any such disclosure, such prospective purchaser shall execute a confidentiality agreement that contains provisions at least as protective for the Parties as the provisions set forth in Section 7.03(a); (ii) such disclosure, to the extent that it requires an inspection of the books of account or other business records of JVCO, occurs during normal business hours and does not unreasonably interfere with the normal business operations of JVCO; and (iii) JVCO, in its sole discretion, may refuse to disclose any highly sensitive Confidential Information or any Confidential Information subject to attorney-client privilege or similar protection.

(c) Notwithstanding Section 7.03(a), any receiving Party or any Representative thereof may disclose any Confidential Information for bona fide business purposes on a strict "need to know" basis to its Representatives; *provided*, *however*, that each such Representative agrees to keep such Confidential Information confidential in the manner set forth in Section 7.03(a);

(d) Section 7.03(a) shall not apply to, and Confidential Information shall not include:

(i) any information that is or has become generally available to the public other than as a result of a disclosure by a receiving Party or any Representative thereof in breach of any of the provisions of this Section 7.03;

(ii) any information that the receiving Party can demonstrate by written evidence was independently developed by a receiving Party or any Representative thereof without reference to any Confidential Information of another Party; or

(iii) any information made available to a receiving Party or any Representative thereof on a non-confidential basis by any Third Party who is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

(e) Except as otherwise provided for in this Section 7.03, Confidential Information shall be used and disclosed by each Party and its Affiliates solely in connection with such Party's investment in JVCO or to conduct activities on behalf of JVCO pursuant to this Agreement, the Amyris License Agreement, or the TENA USA License Agreement.

(f) The obligations of each Party pursuant to this Section 7.03 shall survive for as long as such Party remains a Shareholder or otherwise a Party to this Agreement and for three years thereafter (*provided*, *however*, that with regard to any R&D Activities and/or Inventions (each, as defined in the Collaboration Agreement), such obligations shall survive for the term of the Collaboration Agreement and two years thereafter). Amyris and TENA USA acknowledge that the expiration of their obligations under this Section 7.03 are without limitation of their respective confidentiality obligations under the Collaboration Agreement. Amyris and JVCO acknowledge that the expiration of their obligations under this Section 7.03 are without limitation of their and their Representatives' respective confidentiality obligations under the Amyris License Agreement. In the event of a conflict between this Section 7.03 and Section 9 of the Collaboration Agreement with respect to R&D Activities or Biofene Development Project (both as defined in the Collaboration Agreement), the Collaboration Agreement shall control. In the event of a conflict between this Section 7.03 and the Amyris License Agreement, the Amyris License Agreement shall control.

Section 7.04. Compliance with Laws.

(a) Anti-Corruption Laws. The Parties and their respective Affiliates, employees, agents, representatives, and subcontractors (collectively, "Associates") are fully aware of, and undertake to respect the principles enshrined in, the pertinent

international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable (mainly French law, the UK Anti Bribery Act and the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78 et seq.), collectively referred to herein as the "Reference Laws") to the activities of the Parties under this Agreement and the activities to be developed by JVCO (collectively, the "Activities"). JVCO shall not, directly or indirectly, take any action in violation of the Reference Laws or any other applicable anti-corruption, recordkeeping and internal controls law (collectively, the "Anti-Corruption Laws"). The Shareholders covenant and agree that they shall instruct the management of JVCO to adopt, implement and comply with, within 15 days after the creation of JVCO, a compliance program for the prevention of corruption that will address, among the topics, the retention of agents and will comply with the principles established in the US Federal Guidelines for Sentencing of Organizations and the UK Ministry of Justice Guidelines for Compliance Programs. In furtherance of the foregoing, each of the Parties and their respective Associates have not and will not commit, and have no information, reason to believe, or knowledge of anyone else having committed or intending to commit, any violation of any Anti-Corruption Law, or any act or omission which could cause any of the Shareholders or JVCO to be in violation of any Anti-Corruption Law, with respect to any of the Activities. In carrying out their responsibilities under this Agreement, each of the Parties and their respective Associates shall not pay, offer or promise to pay, or authorize any payment or offer of money or anything of value, directly or indirectly, to any government official, a political party or party official, or any candidate for political office for the purpose of influencing any act or decision of such person in his or her official capacity, inducing them to do or omit to do any act in violation of his or her lawful duty, obtaining any improper advantage, or inducing such person to use his or her influence improperly to affect or influence any act or decision, or otherwise give or accept a financial or other advantage to any person to induce or reward improper performance by such person of such person's relevant function or activity (as such concepts are defined in applicable Anti-Corruption Laws). Each of the Parties shall ensure that all of its respective Associates are informed of, and comply with, the obligations under and restrictions contained in this Section 7.04(a).

(b) Export Laws. Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties as reasonably necessary to obtain any required approvals.

(c) Governmental Matters. To the extent, if any, that a Party concludes in good faith that in accordance with applicable laws and regulations it is required to file or register this Agreement or a notification thereof with any governmental entity, such Party may do so, and the other Party shall cooperate in such filing or notification and shall execute all documents reasonably required in connection therewith, at the expense of the requesting Party. The Parties shall promptly notify each other as to

the activities or inquires of any such governmental entity relating to this Agreement and shall cooperate to respond to any request for further information therefrom at the expense of the requesting Party.

(d) Health, Safety and Environmental. The Shareholders are sensitive to the implementation by JVCO of health, safety and environmental ("HSE") standards consistent with their own HSE policies and with the requirements of the Shareholders from their Affiliates regarding HSE matters. JVCO, specifically the Management Board, is solely responsible for taking all actions necessary for creating, implementing, monitoring, auditing and improving its HSE standards. Local plant condition, differing regulatory requirements and other national, regional and local variations among production facilities make it essential for safety standards to be determined by local personnel who understand the uniquely local circumstances, but based always on JVCO's commitment to best practices in matters of employee health and safety. The creation and implementation of any HSE standard by JVCO shall be approved by the Management Board. No Shareholder or Managing Director designated by a Shareholder shall have any liability to JVCO or to any other Shareholder or their Affiliates for the actions of JVCO or the Management Board in connection with creating, implementing, monitoring, auditing or improving their respective HSE standards.

(e) Protection of Personal Data. Each Party undertakes (i) to comply with any applicable legal provisions relating to personal data protection, and (ii) to take adequate confidentiality and security measures to ensure that data is kept safe and, in particular, to prevent data from being altered, corrupted or to prevent unauthorized third parties from accessing the data. JVCO shall conduct its activities in compliance with any applicable legal provisions relating to personal data protection.

Section 7.05. Other Covenants.

(a) Non-Solicitation. From and after the date of this Agreement, each Party shall not (i) solicit, directly or indirectly, any employee of any other Party or of any of its respective Affiliates who is directly involved in the business, operations or activities related to JVCO; or (ii) induce or attempt to induce, directly or indirectly, any such employee to leave the employ of such other Party or of any of its respective Affiliates; *provided*, *however*, that a Party shall not be precluded from hiring any such employee of such other Party or its Affiliates (A) if such employee contacts such Party or any of its Affiliates on his or her own initiative (including if such employee sends an unsolicited job application to such Party or any of its Affiliates), or (B) if such employee responds to a general solicitation of employment placed by such Party or any of its Affiliates, or their respective recruiters and other agents, by way of general public announcements (including in newspapers, trade journals, the internet or any similar media) that are not specifically directed at any employee covered by this Section 7.05(a); *provided further*, *however*, that no such event described in clause (A) or (B) shall be considered a breach of this Section 7.05(a).

(b) Insurance Policies. JVCO shall procure and maintain in effect policies of insurance with respect to its employees, properties and business in accordance with good industry practice.

(c) Inventions and Information Agreements. Unless otherwise determined by the Parties, JVCO shall require all employees, and shall require, in the case of clause (i), and shall use commercially reasonable means to require, in the case of clauses (ii), (iii) and (iv), all contractors and consultants that are not employees of Amyris or TENA USA or any of their respective Affiliates, now or hereafter employed or otherwise engaged by JVCO to enter into an agreement (i) requiring each such employee, and each such contractor and consultant that is not an employee of Amyris or TENA USA or any of their respective Affiliates, to protect and keep confidential all of the confidential information, intellectual property used, licensed or owned by, and trade secrets used, licensed or owned by, any of JVCO and its Affiliates, TENA USA and its Affiliates or Amyris and its Affiliates, (ii) subject to applicable law, prohibiting each such employee, and each such contractor and consultant that is not an employee of Amyris or TENA USA or any of their respective Affiliates, from competing with JVCO during and for a reasonable time after their employment or other engagement with JVCO, (iii) prohibiting each such employee, and each such contractor and consultant that is not an employee of Amyris or TENA USA or any of their respective Affiliates, during and for a reasonable time after the end of its employment or other engagement with JVCO from soliciting the employees, contractors and consultants of JVCO, and (iv) requiring each such employee, and each such contractor and consultant that is not an employee of Amyris or TENA USA or any of their respective Affiliates, to assign all ownership rights in his or her work product, including any intellectual property rights with respect thereto to JVCO, or to Amyris or TENA USA, as the case may be, to the maximum extent permitted by applicable law. JVCO shall enforce any such agreement against any such employee, contractor or consultant at the request of TENA USA as it relates to TENA USA or its Affiliates or any of their respective businesses, intellectual property rights or technologies, and JVCO shall enforce any such agreement against any such employee, contractor or consultant at the request of Amyris as it relates to Amyris or its Affiliates or any of their respective businesses, intellectual property rights or technologies.

(d) Books and Records; Audits. JVCO will prepare and maintain separate books of accounts for JVCO that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of JVCO in accordance with the Accounting Standards consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with the minutes of proceedings of the Management Board and a certified copy of this Agreement and of the Articles of Association, shall at all times be maintained at the principal place of business of JVCO and shall be open to inspection and examination at reasonable times by each Shareholder and its duly authorized representatives for any purpose reasonably related to such Shareholder's interest in JVCO. JVCO will prepare its consolidated unaudited and audited financial statements in accordance with the Accounting Standards and shall implement and maintain such appropriate systems, controls and procedures as are necessary to convert the financial information into that required by the Accounting

Standards. JVCO shall (i) keep accurate books and records and ensure that all payments on behalf of JVCO to Third Parties are supported by written invoices, and (ii) maintain a system of internal accounting controls sufficient to provide reasonable assurance that transactions on behalf of JVCO are conducted in accordance with applicable law (including the U.S. Sarbanes-Oxley Act) and that assets owned by JVCO are appropriately recorded. The books of account and the records of JVCO shall be audited as of the end of each Fiscal Year by the Auditors. Any Shareholder shall have the right to have a private audit of JVCO's books and records conducted at reasonable times and after reasonable advance notice to JVCO for any purpose reasonably related to such Shareholder's interest in JVCO. Any such private audit shall be at the expense of the Shareholder desiring it, and it shall not be paid for out of JVCO funds. No Shareholder shall have the right to have a private audit of JVCO books and records conducted more than once in any Fiscal Year.

Section 7.06. Services Agreements. A Shareholder may from time to time provide services, including as information technology, tax, accounting and other services, to JVCO pursuant to a written agreement between the Shareholder and JVCO (each, a "Services Agreement").

Section 7.07. Secondment. Employees of a Shareholder may from time to time be seconded to JVCO pursuant to a written agreement between the Shareholder and JVCO (each, a "Secondment Agreement").

Section 7.08. Liabilities. Notwithstanding anything to the contrary in this Agreement, all liabilities and obligations of each Shareholder to JVCO or any Third Party, if any, shall be several and not joint.

Section 7.09. Transactions Between JVCO and the Shareholders or their Affiliates. In addition to the approval required pursuant to Section 3.10(b)(vi), no material transaction between JVCO, on the one hand, and any Shareholder or its Affiliates or any Amyris Associated Entity, on the other hand (including the entry into any Services Agreement, Secondment Agreement, or any termination thereof), shall be entered into or conducted, and no material terms thereof shall be changed, modified, waived or amended, unless (i) a copy of the proposed written contract or any such proposed material change or waiver to it are disclosed to the Management Board reasonably in advance, (ii) upon the prior written request of any Managing Director, JVCO has provided the Management Board with information reasonably demonstrating that such written contract or any such proposed material change or waiver is not less favorable to JVCO than those that might be obtained at the time from a Person who is not a Shareholder or any of its Affiliates in an arm's length transaction, and (iii) it receives Board Approval.

Section 7.10 Enforcement of Rights by JVCO Against the Shareholders or their Affiliates. Any legal remedy of JVCO in respect of any transaction between JVCO, on the one hand, and either Amyris or TENA USA or their respective Affiliates or any Amyris Associated Entity, on the other hand, shall be pursued on behalf of JVCO by: (1) TENA USA, at its sole cost and expense, in the event of a claim by or on behalf of JVCO against Amyris, its Affiliates or any Amyris Associated Entity or (2) Amyris, at its sole cost and expense, in the event of a claim by or on behalf of JVCO against TENA USA or any of its Affiliates, and JVCO hereby

grants an irrevocable power of attorney (with full power of substitution) to Amyris (in the event of a claim by or on behalf of JVCO against TENA USA or any of its Affiliates), and to TENA USA (in the event of a claim by or on behalf of JVCO against Amyris, its Affiliates or any Amyris Associated Entity), to pursue any such legal remedy on behalf of JVCO and in JVCO's name or otherwise.

ARTICLE VIII
RIGHT TO ACQUIRE BRAZIL JET BUSINESS ASSETS

Section 8.01. Exercise of Right. Subject to the terms and conditions set forth herein, Amyris hereby grants JVCO the right to acquire the Brazil Jet Business Assets for the Ground Floor Price and/or the Brazil Jet Commercialization Assets Fair Market Value, as applicable. In order to exercise this right, JVCO must first deliver written notice to Amyris, no later than March 1, 2018, that JVCO wishes to commence the valuation process in preparation of exercising its option to acquire the Brazil Jet Business Assets. If JVCO does not provide such timely written notice, then JVCO's right hereunder shall terminate.

If JVCO provides such timely written notice, then Amyris and JVCO will, within sixty (60) days of JVCO's written notice, determine the (i) composition of the Brazil Jet Business Assets and (ii) the Ground Floor Price and/or the Brazil Jet Commercialization Assets Fair Market Value, as applicable. During this period, Amyris agrees to provide JVCO with complete and accurate information to allow JVCO to understand the Brazil Jet Business Assets and to calculate the Ground Floor Price and/or the Brazil Jet Commercialization Assets Fair Market Value, as applicable. In addition, Amyris shall provide JVCO and its respective advisors with reasonable access during normal business hours, upon reasonable notice, to any assets, properties, contracts, books, records and personnel of the Brazil Jet Business as they may reasonably request to accomplish such determinations.

If JVCO wishes to acquire the Brazil Jet Business Assets, JVCO shall, within thirty (30) days of the determination of the Ground Floor Price and/or the Brazil Jet Commercialization Assets Fair Market Value, as applicable, (together, the "Option Price") pursuant to this Section 8.01 or Section 8.03, provide Amyris written notice of its exercise of this right (the "Option Exercise Notice").

Section 8.02. Execution of Acquisition Transaction. Within sixty (60) days following the delivery of the Option Exercise Notice, JVCO shall purchase the Brazil Jet Business Assets from Amyris. At Amyris' election, either:

(x) TENA USA shall contribute to JVCO an amount of readily available cash equal to its pro rata share (based on its pro rata ownership of JVCO immediately preceding the transaction) of the Option Price (the "Cash Option Amount") and shall receive a number of Shares equal to the Cash Option Amount divided by the Share Price, and JVCO will pay Amyris the Cash Option Amount, in readily available cash, and issue such number of Shares to Amyris as is necessary for Amyris to maintain its pro rata share ownership of JVCO immediately preceding the transaction, after taking into account the issuance of Shares to TENA USA in connection with the transaction; or

(y) TENA USA shall contribute to JVCO an amount of readily available cash equal to the Option Price and shall receive a number of Shares equal to the Option Price divided by the Share Price, and JVCO will pay Amyris the Option Price in readily available cash.

Such purchase shall be effected by such documents as, in the mutual agreement of JVCO and Amyris, are necessary or appropriate to convey the Brazil Jet Business Assets; *provided*, that Amyris shall be required to provide customary representations or warranties agreed to by the parties for this kind of transaction including basic representations and warranties regarding its authority to enter into the sale documentation, the due execution and binding nature of the sale documentation by Amyris, and that its participation in the sale will not contravene, or require a consent, waiver or approval pursuant to, any applicable law or pursuant to any agreement to which it is subject.

If the Brazil Jet Business Assets are being acquired by JVCO hereunder, each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective any such transfer of the Brazil Jet Business Assets to JVCO, including, without limitation, using reasonable best efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of the competent governmental entities. Without limiting the generality of the foregoing, the Parties shall, when required in order to effect such transfer of the Brazil Jet Business Assets to JVCO, make all necessary filings, and thereafter make any other required or appropriate submissions, under any Competition Law and shall supply as promptly as practicable to the appropriate governmental entity any additional information and documentary material that may be requested pursuant to any Competition Law.

Section 8.03. Dispute over Acquisition Price.

(a) Dispute over Ground Floor Price Calculation.

If Amyris and JVCO are unable to agree upon the Ground Floor Price within sixty (60) days of JVCO's timely written notice to acquire the Brazil Jet Business Assets, then either Amyris or JVCO may submit all matters that remain in dispute with respect to the determination of the Ground Floor Price to a mutually agreed independent qualified, recognized appraiser of international standing (such as, by way of example only, the valuation group of an international accounting firm or a global investment bank) with substantial experience in valuing assets similar to that of the Brazil Jet Business Assets (an "Appraiser") or a "Big Four" accounting firm (such Appraiser or accounting firm, the "Independent Accounting Firm"). Within sixty (60) days after such firm's selection, the Independent Accounting Firm shall make a final determination, binding on the Parties, of the appropriate amount of each disputed item submitted to the Independent Accounting Firm.

With respect to each disputed item, such determination, if not in accordance with the position of either Amyris or JVCO, shall not be in excess of the higher, nor less than the lower, of the amounts advocated by them with respect to such disputed item. The cost of the Independent Accounting Firm's review and determination shall be borne in the same proportion as the aggregate amount of the disputed items that is unsuccessfully disputed by each (as determined by

the Independent Accounting Firm) bears to the total amount of disputed items submitted to the Independent Accounting Firm.

During the review by the Independent Accounting Firm, Amyris and its accountants will make available to the Independent Accounting Firm such information, books and records and work papers, as may be reasonably required by the Independent Accounting Firm to fulfill its obligations under this Subsection (a); *provided*, *however*, that the external auditors of Amyris shall not be obligated to make any work papers available to the Independent Accounting Firm except in accordance with such auditors' normal disclosure procedures and then only after such Independent Accounting Firm has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors.

(b) Dispute over Brazil Jet Commercialization Assets Fair Market Value . If Amyris and JVCO are unable to reach a mutual determination of the Brazil Jet Commercialization Assets Fair Market Value within sixty (60) days of JVCO's timely written notice to acquire the Brazil Jet Business Assets, then each of Amyris and JVCO shall promptly engage (at its own expense) an Appraiser, and each such Appraiser shall deliver a written opinion as to its determination of the Brazil Jet Commercialization Assets Fair Market Value (each, an "Appraiser's Report") to each of Amyris and JVCO concurrently within twenty (20) Business Days of its engagement (the "Report Period").

If the Brazil Jet Commercialization Assets Fair Market Value determined by an Appraiser is presented in such Appraiser's Report as a range of values, then the Brazil Jet Commercialization Assets Fair Market Value for purposes of such Appraiser's Report shall be deemed to be the arithmetic average of such range. If only one Appraiser timely delivers its Appraiser's Report, the value determined by such Appraiser shall be deemed to be the Brazil Jet Commercialization Assets Fair Market Value for purposes hereof. If both of the Appraisers timely deliver an Appraiser's Report and if the difference between the values submitted by each Appraiser equals 10% or less of the higher value, then the Brazil Jet Commercialization Assets Fair Market Value for purposes hereof shall be deemed to be the arithmetic average of the values submitted by such Appraisers. If the difference between the two values is greater than 10% of the higher value, then Amyris and JVCO shall negotiate in good faith for a period of five Business Days from the expiration of the Report Period to try to determine the Brazil Jet Commercialization Assets Fair Market Value.

If, during such period, Amyris and JVCO cannot agree on the Brazil Jet Commercialization Assets Fair Market Value, then they shall jointly select a third Appraiser that has not been engaged by either Amyris or any of its Affiliates or TENA USA or any of its Affiliates (but only with respect to matters involving the New Energies business of TENA USA's ultimate parent holding company and any other entity then operating what is currently the New Energies business) in any capacity during the six (6) months preceding such date. Such third Appraiser shall be required to choose only one of the two previously-submitted values as the Brazil Jet Commercialization Assets Fair Market Value and shall not be authorized to determine a new, third value. If Amyris and JVCO cannot agree on the third Appraiser, then their respective Appraisers shall together be instructed to select as the third Appraiser an Appraiser that has not been engaged by either Amyris or any of its Affiliates or TENA USA or any of its Affiliates (but only with respect to matters involving the New Energies business of TENA USA's ultimate

parent holding company and any other entity then operating what is currently the New Energies business) in any capacity during the six (6) month period preceding such date.

Neither Amyris nor JVCO (or any Affiliate or representative of either Amyris or JVCO) shall communicate unilaterally with the third Appraiser. The third Appraiser will be instructed to deliver to Amyris and JVCO concurrently, within fifteen (15) Business Days of its engagement, an Appraiser's Report selecting which of the two values submitted by the original two Appraiser s better approximates the Brazil Jet Commercialization Assets Fair Market Value. The value chosen by the third Appraiser shall then be deemed to be the Brazil Jet Commercialization Assets Fair Market Value and will be non-appealable, final and binding on the parties for purposes hereof. Amyris and JVCO covenant to provide the Appraisers with complete and accurate information to allow the Appraisers to accurately and independently estimate the Brazil Jet Commercialization Assets Fair Market Value. The Appraisers shall, in determining the Brazil Jet Commercialization Assets Fair Market Value, consider all material information resulting from such diligence and access, subject to the definition of "Brazil Jet Commercialization Assets Fair Market Value" set forth herein. Each of Amyris and JVCO shall bear the fees and expenses of its Appraiser, and they shall split equally the fees and expenses of the third Appraiser. Each party shall use its respective reasonable efforts to assist in the determination of the Brazil Jet Commercialization Assets Fair Market Value, including providing any information reasonably required for such purpose.

ARTICLE IX
AMYRIS CHANGE OF CONTROL

Section 9.01. Change of Control Option.

(a) In the event of an Amyris Change of Control (Amyris (together with its Affiliates), the "COC Party" and the Shareholder (together with its Affiliates) not undergoing the change of control, the "Non-COC Party"), the Non-COC Party shall have the right, exercisable during the period beginning on the date of the first public announcement of a transaction that, if consummated, would result in an Amyris Change of Control and ending on the 60th day thereafter, to purchase, contingent on the consummation of such Amyris Change of Control, all Shares held by the COC Party (and any of its Affiliates and Permitted Transferees) at the Fair Value of such Shares.

(b) The closing of the transaction contemplated by Section 9.01(a) shall take place at the principal executive offices of JVCO on the later to occur of (x) the consummation of such Amyris Change of Control and (y) the 30th day after the final determination of the Fair Value of the Shares held by the COC Party (and any of its Affiliates and Permitted Transferees) (which closing date may be extended solely to receive any consent of any governmental authority that may be required pursuant to the requirements of any Competition Law in connection with such sale of Shares to the Non-COC Party). At such closing, (i) the Non-COC Party shall deliver to the COC Party the appropriate cash consideration by wire transfer of immediately available funds and (ii) the COC-Party shall transfer the Shares (which shall be free and clear of Liens, defects and other adverse interests (other than as provided for in this Agreement)) held by the COC Party (and any of its Affiliates and Permitted Transferees) to the Non-COC Party.

Concurrent with the payment of the appropriate cash consideration, the Non-COC Party shall, or shall cause JVCO to, repay in full all principal and accrued and unpaid interest on all Shareholder loans provided by the COC Party (and any of its Affiliates and Permitted Transferees), and shall cause the several guarantees by the COC Party (and its ultimate parent entity, if applicable) and any pledge of the Shares beneficially owned, directly or indirectly, by such COC Party (and its Affiliates and Permitted Transferees) securing such guarantees to be released in full. Any transfer pursuant to this Section 9.01 shall be made without any representations, warranties, covenants or indemnities; *provided*, *however*, that the COC Party shall be deemed to have represented that (i) the transfer has been duly authorized by it; (ii) it has the capacity, power and authority to transfer such Shares; and (iii) the Non-COC Party shall obtain good and valid title to such Shares, free and clear of any Liens, defects and other adverse interests (other than as provided for in this Agreement).

Section 9.02. Certain Consequences of an Amyris Change of Control. In addition to the rights provided to TENA USA pursuant to Section 9.01, (a) upon the public announcement of a transaction approved by the Amyris board of directors that, if consummated, would result in an Amyris Change of Control, all of TENA USA's obligations pursuant to Section 4.02 shall be suspended, *provided*, *however*, that if such announced change of control transaction is terminated, such suspended obligations will resume promptly following such termination; (b) upon the consummation of an Amyris Change of Control of Amyris, all of TENA USA's obligations pursuant to Section 4.02 shall be immediately terminated; and (c) if the Amyris Change of Control also (i) constitutes an F-1 Change of Control (as defined in the Collaboration Agreement) or (ii) does not receive the approval of at least two-thirds of the members of the board of directors of Amyris, then any amounts owed by JVCO to TENA USA (including any Carry or loans by TENA USA or any of its Affiliates) shall become immediately due and payable by JVCO.

Section 9.03. Exemption from Transfer Restrictions. Notwithstanding anything to the contrary in this Agreement, a Transfer pursuant to this Article IX shall not be subject to Article VI.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of the Shareholders. TENA USA and Amyris each severally and not jointly hereby makes the following representations and warranties to JVCO as of the date hereof:

(a) Organization. It is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized. It has all requisite corporate power and authority to own its respective properties and to carry on its respective business as conducted as of the date of this Agreement and as proposed to be conducted. It is duly licensed or qualified to transact business and is in good standing in each jurisdiction wherein the character of the property owned or leased, or the nature of the activities conducted, make such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a material adverse effect on its

business or properties. It has the requisite power and authority to execute, deliver and perform its obligations under this Agreement and the agreements contemplated by this Agreement and to own its Shares.

(b) Authorization and Enforceability. All corporate action on the part of it, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement (other than any documents related to Carry), and the performance of all obligations hereunder and thereunder, have been taken. This Agreement has been duly executed and delivered by it and (assuming due authorization, execution and delivery by the other Parties signatory hereto) this Agreement constitutes, valid and legally binding obligations of it and its Affiliates, if applicable, enforceable against it and its Affiliates, if applicable, in accordance with their respective terms except to the extent that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights generally and (ii) the remedy of specific performance or injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) No Conflict. The execution, delivery and performance of this Agreement (with or without the giving of notice, the lapse of time or both), and the consummation of the transactions contemplated hereby, (i) do not require the consent of any third party; (ii) do not conflict with, result in a breach of, or constitute a default under, its organizational documents or any other material contract or agreement to which it is a party or by which it may be bound or affected; and (iii) do not violate in any material respect any provision of applicable law or any order, injunction, judgment or decree of any government entity by which it may be bound, or require any regulatory filings or other actions to comply with the requirements of applicable law, except to the extent that it is required to file any notification pursuant to applicable Competition Laws. It is not a party to, nor is it bound by, any agreement or commitment that prohibits the execution and delivery of this Agreement.

(d) No Insolvency. No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it are pending or threatened, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

(e) Absence of Claims and Violations. There is no action, suit, proceeding or investigation pending or threatened against it which questions the validity of this Agreement or the agreements contemplated by this Agreement. It is not in violation of any applicable law in respect of the conduct of its business or the ownership of its properties which violation would have a material adverse effect on its business or the ownership of its properties, and it shall undertake its obligations hereunder in accordance in all material respects with applicable law.

(f) The representations and warranties of each Party in this Section 10.01 shall survive for a period of 24 months following the date hereof.

Section 10.02. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its shareholders, directors, officers, employees, representatives, Affiliates, agents, contractors and their respective directors, officers and employees (collectively the "Indemnified Party"), from and against all Claims made against or suffered by any Indemnified Party that arise from any misrepresentation, breach of warranty or non-fulfillment of any covenant, undertaking or agreement on the part of the Indemnifying Party in connection with this Agreement.

ARTICLE XI
TERM OF AGREEMENT

Section 11.01. Duration. This Agreement shall continue in full force and effect without limit in time until the earlier of:

(a) the Parties agreeing in writing to terminate it;

(b) the date on which all of the Shares, to the extent remaining in issue, are owned by one Shareholder; and

(c) an effective unanimous written resolution of Shareholders is passed or a binding judicial order of a court of competent jurisdiction is made for the winding-up of JVCO,

provided that this Agreement shall cease to have effect as regards any Shareholder who ceases to hold any Shares, save for Articles I (Definitions), VIII (Right to Acquire Brazil Jet Business Assets), and XI (Term of Agreement) and Sections 7.03 (Confidential Information), 7.05(a) (Non-Solicitation), 7.05(c) (Inventions and Information Agreements), 7.08 (Liabilities), 7.10 (Enforcement of Rights by JVCO Against the Shareholders or their Affiliates), 10.02 (Indemnification), 13.01 (Conflict), and 13.04 (Expenses) through 13.17 (Cumulative Rights), which shall continue in force after termination generally or in relation to any such Shareholder.

Section 11.02 Effects of Termination. Termination of this Agreement shall be without prejudice to any liability or obligation in respect of any matters, undertakings or conditions that shall not have been observed or performed by the relevant Party prior to such termination.

ARTICLE XII
TAX MATTERS

Section 12.01. [reserved]

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01. Conflict. In the event that any provision of this Agreement conflicts with or is inconsistent with any provision of the Articles of Association, to the extent permitted by applicable law, the terms of this Agreement shall control and prevail in all respects over the Articles of Association, and each Shareholder shall, and shall cause its Affiliates to, vote all Shares now or hereafter controlled, owned or held beneficially or of record thereby, at each

annual or extraordinary general meeting of Shareholders of JVCO, in favor of, and take all actions by written resolution in lieu of any such meeting, and take all other reasonable actions, as are necessary to ensure that at all times the Articles of Association do not impair, limit, restrict, prevent, or otherwise adversely affect any provision of this Agreement.

Section 13.02. Further Action. Each Party shall, and shall cause its Affiliates to, (i) vote or cause to be voted all Shares now or hereafter controlled, owned or held beneficially or of record by them, at each annual or extraordinary general meeting of Shareholders of JVCO, in favor of, and take all actions by written resolution in lieu of any such meeting, and cause its directors to vote for and take all actions by written resolution (or replace such directors with designees who will vote for and take all action by written consent), to effect the matters contemplated by this Agreement and shall waive all right to object to or dissent with respect to, or otherwise prevent, the foregoing; and (ii) execute and deliver such instruments, documents and other papers, give such written assurances, give such written consents (including any that may be required under the Articles of Association and do, or cause to be done, all things otherwise necessary, proper or advisable under applicable law, and otherwise cooperate with each other, in each case as may be required or reasonably requested by any other Party in order to cause, evidence, reflect, consummate and make effective any and all of the matters contemplated by this Agreement.

Section 13.03. Indemnities.

(a) The Articles of Association shall at all times provide that to the maximum extent permitted by applicable law, JVCO shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, charge, lawsuit, litigation or other similar formal legal proceeding brought by or before any governmental entity, arbitrator, mediator or other tribunal, whether civil, criminal, administrative or investigative (an "Action") (other than a claim, action, charge, lawsuit, litigation or other similar formal legal proceeding by or in the right of JVCO), by reason of the fact that he or she is or was a Managing Director or Officer of JVCO (any such person, a "Covered Person"), against all costs, fees and expenses (including attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement or compromise in connection with any Action ("Losses") if he or she acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of JVCO, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any Action by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person seeking indemnification did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of JVCO, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The Articles of Association shall at all times provide that to the maximum extent permitted by applicable law, JVCO shall indemnify, defend and hold harmless any Covered Person who was or is a party or is threatened to be made a party to

any threatened, pending or completed Action by or in the right of JVCO to procure a judgment in its favor by reason of the fact that he or she is or was a Managing Director or Officer of JVCO, against all Losses if he or she acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of JVCO; *provided*, *however*, that no such indemnification shall be made in respect of any Action as to which such person shall have been adjudged to be liable to JVCO except, and then only to the extent that, the court in which such Action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances, such person is fairly and reasonably entitled to indemnification for such Losses that such court shall deem proper.

(c) The Articles of Association shall at all times provide that to the extent that a Covered Person has been successful on the merits or otherwise in defense of any Action referred to in Section 13.03(a) or Section 13.03(b), he or she shall be indemnified, defended and held harmless against all Losses incurred by him or her in connection therewith to the maximum extent permitted by applicable law.

(d) Fees and expenses (including attorneys' fees and investigation costs) incurred by a Covered Person in defending an Action shall be paid by JVCO in advance of the final disposition of such Action upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by JVCO. Fees and expenses (including attorneys' fees and investigation costs) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Management Board deems appropriate.

(e) Subject to applicable law, at the request of a Covered Person, JVCO will promptly enter into an indemnification agreement with such Covered Person on customary terms and conditions covering such Covered Person.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 13.03 shall not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled pursuant to applicable law, agreement, determination of the Management Board or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(g) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 13.03 shall, unless otherwise provided when authorized or ratified, continue as to a Covered Person who has ceased to be a Managing Director or Officer of JVCO and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 13.04. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

Section 13.05. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) (i) upon delivery in person or by pre-paid internally-recognized overnight or second-day courier service, or (ii) by fax (with a written or electronic confirmation of delivery), in each case to the respective Parties at the following addresses and fax numbers (or at such other address or fax number for a Party as shall be specified in a notice given in accordance with this Section 13.05). Notices, requests, claims, demands and other communications hereunder are deemed delivered when actually delivered to, or delivery is refused at, the applicable address.

(a) if to TENA USA to:

TOTAL ENERGIES NOUVELLES ACTIVITES USA
24, cours Michelet
92800 Courbevoie
France
Attn: President
Fax. No.:

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

Legal Department
Total Energies Nouvelles
24, cours Michelet
92800 Courbevoie
France
Attn: Department Head
Fax. No.:

(b) if to Amyris to:

Amyris, Inc.
5885 Hollis Street, Suite 100
Emeryville, CA 94608
United States of America
Attn: General Counsel
Fax. No.:

(c) if to JVCO (with a copy (which shall not constitute notice) to each of TENA USA and Amyris) to:

Total Amyris BioSolutions B.V.
Debussylaan 24
1082 MD Amsterdam
The Netherlands

Section 13.06. Public Announcements. No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions

contemplated by this Agreement, or otherwise communicate with respect thereto, with the public or any news media without the prior written consent of each Shareholder, other than as required by applicable law or regulation. The Parties shall cooperate as to the timing and contents of any such press release or public announcement.

Section 13.07. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect to the fullest extent permitted by law. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner.

Section 13.08. Entire Agreement. This Agreement, together with the Amyris License Agreement and the Collaboration Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. No warranty, representation, inducement, promise, understanding or condition not set forth or referred to in this Agreement has been made or relied upon by any Party with respect to the subject matter of this Agreement.

Section 13.09. Assignment. This Agreement may not be assigned without the express written consent of each Shareholder; *provided*, *however*, that any Shareholder may assign its rights and obligations pursuant to this Agreement to any of its Affiliates, and shall assign its rights and obligations pursuant to this Agreement to any Permitted Transferee in connection with any Transfer of Shares to such Permitted Transferee, without the written consent of the other Shareholders (so long as the assignor remains primarily liable for the obligations so assigned and such assignment does not act as a novation thereof).

Section 13.10. Third Party Beneficiaries. Except with respect to the rights granted to Covered Persons pursuant to Section 13.03, this Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (including any employee or prospective employee of the Shareholders or of JVCO) any legal or equitable right, benefit or remedy of any nature whatsoever pursuant to or by reason of this Agreement. Notwithstanding the foregoing, it is agreed that the Covered Persons are intended third party beneficiaries of Section 13.03 of this Agreement and shall have the right to enforce Section 13.03 of this Agreement as if a party hereto.

Section 13.11. Amendment and Waiver.

(a) This Agreement may not be amended except by an instrument in writing signed by, or on behalf of, JVCO and each Shareholder.

(b) Any Party may (i) extend the time for the performance of any of the obligations or other acts of any other Party, (ii) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document

delivered by any other Party pursuant hereto, or (iii) waive compliance with any of the agreements or conditions of any other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. Any extension of time or other indulgence granted to a Party hereunder shall not otherwise alter or affect any power, remedy or right of any other Party or the obligations of the Party to whom such extension or indulgence is granted.

Section 13.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to provisions related to conflicts of laws.

Section 13.13. Dispute Resolution.

(a) General. Except for a dispute related to the inability to agree on the Option Price leading to the application of Section 8.03, any dispute, controversy or claim (a "Dispute") arising out of or relating to this Agreement or the Articles of Association (including the application, interpretation or any alleged breach hereunder or thereunder) will be resolved in accordance with the procedures specified in this Section 13.13. The Parties intend that these provisions will be valid, binding, enforceable, irrevocable and will survive any termination of this Agreement and shall be the sole and exclusive set of procedures for the resolution of any Dispute.

(b) Escalation.

(i) If there is a Dispute, such Dispute shall be referred to the Lead Directors of Amyris and TENA USA for further discussion and resolution. The Lead Directors shall as soon as practicable meet and attempt in good faith to resolve the Dispute and reach agreement on behalf of the Parties. The Lead Directors may obtain the advice of other employees or consultants as they deem necessary or advisable in connection with such good faith efforts. If the Lead Directors cannot reach agreement as to any matter referred to it pursuant to this Section 13.13(b) within thirty (30) days, the Dispute shall be referred to the Executive Officers pursuant to clause (b)(ii).

(ii) Except as provided in Section 13.13(d), the Executive Officers shall attempt in good faith to resolve any Dispute referred to it pursuant to Section 13.13(b)(i) within twenty (20) days after such referral by meeting (either in person or by video teleconference, unless otherwise mutually agreed by the Parties) at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved within 20 days after such referral, either Party shall have the right to initiate arbitration pursuant to Section 13.13(c) for purposes of having the Dispute and any related Disputes resolved. If an Executive Officer intends to be accompanied at a meeting by an attorney, the other Executive Officer shall be given at least two Business Days' notice of such intention and may also be

accompanied by an attorney. All negotiations conducted pursuant to this Section 13.13(b), and all documents and information exchanged by the Parties in furtherance of such negotiations, (i) are the Confidential Information of the Parties, (ii) shall be treated as evidence of compromise and settlement for purposes of the United States Federal Rules of Evidence and any other applicable state or national rules of evidence or procedure, and (iii) shall be inadmissible in any arbitration conducted pursuant to Section 13.13(c) or other proceeding with respect to a Dispute.

(c) Arbitration.

(i) All Disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") by an arbitration tribunal appointed in accordance with the said ICC Rules as modified hereby.

(ii) There shall be three arbitrators, one selected by the initiating Party in the request for arbitration, the second selected by mutual agreement of the other Parties within 20 days of the delivery of the request for arbitration, and the third (who shall act as chairperson of the arbitration tribunal) selected by the two Party-appointed arbitrators within 20 days of the selection of the second arbitrator. In the event that the respondent fails to select an arbitrator, or if the two Party-appointed arbitrators are unable or fail to agree upon the third arbitrator, the International Court of Arbitration of the International Chamber of Commerce shall designate the remaining arbitrator(s) required to comprise the tribunal. The claimant in the arbitration shall provide a copy of the request for arbitration to the respondent at the time such request is submitted to the Secretariat of the International Chamber of Commerce.

(iii) Each arbitrator chosen pursuant to this Section 13.13(c) shall speak, read, and write English fluently and shall be either (A) a practicing lawyer who has specialized in business litigation with at least 25 years of experience in a law firm of over 50 lawyers or (B) a retired judge of a court of general jurisdiction in New York, New York.

(iv) The place of arbitration shall be New York, New York. The language of the arbitral proceedings and of all submissions and written evidence shall be English; *provided*, however, that a Party, at its expense, may provide for translation or simultaneous interpretation into a language other than English.

(v) The arbitrators shall issue an award within nine months of the submission of the request for arbitration of any Dispute. This time limit may be extended by agreement of the Parties or by the tribunal if necessary.

(vi) It is expressly understood and agreed by the Parties that the rulings and award of the tribunal shall be conclusive and binding on the Parties, their successors and permitted assigns. Judgment on the award rendered by the tribunal may be entered in any court having jurisdiction thereof.

(vii) Each Party shall bear its own costs and expenses and attorneys' fees, and the Party that does not prevail in the arbitration proceeding shall pay the arbitrator's fees and any administrative fees of arbitration. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each of the Parties.

(d) Temporary or Preliminary Injunctive Relief. Notwithstanding the Parties' agreement to submit all Disputes to final and binding arbitration pursuant to Section 13.13(c), the Parties shall have the right to seek and obtain temporary or preliminary injunctive relief in any court of competent jurisdiction. Such courts shall have authority to, among other things, grant temporary or provisional injunctive relief (with such relief effective until the arbitrators have rendered similar relief or a final award) in order to protect any Party's rights pursuant to this Agreement. Regardless of the Parties' agreement in this Section 13.13, the Parties shall also have the right to have recourse to, and shall be bound by the pre-arbitral referee procedure of, the International Chamber of Commerce in accordance with its Rules for a Pre-Arbitral Referee Procedure.

Section 13.14. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 13.15. Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity, without the necessity of demonstration of the inadequacy of monetary damages.

Section 13.16. Relationship. This Agreement establishes among the Parties an independent relationship. The Parties intend that no partnership or joint venture is created hereby, that no Party will be a partner or joint venturer of any other Party for any purposes, and that this Agreement will not be construed to the contrary, and the Parties will not hold themselves out as being in any such arrangement.

Section 13.17. Cumulative Rights. Except as otherwise provided in this Agreement, all of the rights and remedies expressly provided to a Party pursuant to this Agreement shall be deemed cumulative, and in addition, to any and all other rights and remedies available to such Party under applicable law, in equity, or by contract.

[*Signature page follows*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

TOTAL ENERGIES NOUVELLES ACTIVITES USA

By: _____
Name:
Title:

AMYRIS, INC.

By: _____
Name:
Title:

TOTAL AMYRIS BIOSOLUTIONS B.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 3.02(a)
INITIAL MANAGING DIRECTORS

Amyris Directors
James Iacoponi (Lead Director)
John Melo

TENA USA Directors
[●] (Chief Executive Officer, chairperson and Lead Director)
[●] (Chief Financial Officer)
[●]
[●]

ANNEX C

AMENDED & RESTATED JET FUEL LICENSE AGREEMENT

This Amended & Restated Jet Fuel License Agreement (the " **Agreement**") is entered into on July __, 2015 (the "**Effective Date**") by and among **AMYRIS, INC.**,a corporation organized and existing under the laws of the state of Delaware, United States of America, with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608 ("**AMYRIS**"), and Total Amyris BioSolutions B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), co-owned, as of the Effective Date, by Amyris and Total Energies Nouvelles Activités USA, with its principal place of business at Hoogoorddreef 15, 1101 BA Amsterdam, the Netherlands (the " **Company**"). AMYRIS and Company may each be referred to herein individually as a "**Party**," and collectively as the "**Parties**." This Agreement amends and restates the License Agreement, dated December 2, 2013 between AMYRIS and Company (the "**Original License Agreement**").

BACKGROUND

WHEREAS, AMYRIS and Total Gas & Power USA Biotech, Inc. entered into a technology license, research, development, commercialization and collaboration relationship pursuant to that certain Technology License, Development, Research and Collaboration Agreement, dated as of June 21, 2010 (as such agreement may be amended from time to time by the parties thereto, including as amended pursuant to the Second Amendment (as defined below), the "**Collaboration Agreement**"), which Collaboration Agreement was assigned by Total Gas & Power USA Biotech, Inc. to Total Gas & Power USA SAS, which is now called Total Energies Nouvelles Activités USA and is a société par actions simplifiée organized under the laws of the Republic of France (" **TOTAL**"), by letter agreement dated January 11, 2011;

WHEREAS, the Collaboration Agreement contemplates that AMYRIS and TOTAL may form one or more joint venture companies to exploit certain technologies resulting from research and development activities conducted under the Collaboration Agreement;

WHEREAS, AMYRIS and TOTAL entered into a Second Amendment to the Collaboration Agreement dated as of July 31, 2012, as amended on April 1, 2015, ("**Second Amendment**") and an Amended and Restated Master Framework Agreement dated December 2, 2013, as amended on April 1, 2015, ("**Amended & Restated Master Framework Agreement**"), which agreements contemplated that AMYRIS would grant to a joint venture entity certain licenses and other rights to use certain intellectual property of AMYRIS to Make and Sell certain jet and diesel fuel products and conduct certain related activities, in each case, according to the terms and conditions set forth in a license agreement;

WHEREAS, in order to create such a joint venture entity, to make such license grants, and to address certain related matters, AMYRIS and TOTAL incorporated the Company on November 29, 2013 as a Dutch B.V. and entered into a shareholders' agreement with the Company on December 2, 2013 ("**Original Company Shareholders' Agreement**"), and then the Parties entered into the Original License Agreement;

WHEREAS, AMYRIS, TOTAL and Company now desire to make certain changes in their relationship from what is set forth in the Original License Agreement and Original Company Shareholders' Agreement, including reversion of Company's diesel fuel rights back to AMYRIS;

WHEREAS, in order to make these changes to the license grants to Company and to address certain related matters, the Parties desire to enter into this Agreement, subject to the terms and conditions hereof; and

WHEREAS, of even date herewith, AMYRIS, TOTAL and Company are entering into an amended and restated shareholders' agreement (the "**Company Shareholders' Agreement**") to govern their reallocated joint ownership of the Company and AMYRIS and TOTAL are entering into a separate License Agreement regarding Diesel Fuel in the EU ("**EU Diesel Fuel License Agreement**").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms used but not defined herein shall have the meanings set forth in the Company Shareholders' Agreement. References to definitions in the Company Shareholders' Agreement and/or the Collaboration Agreement, including the Second Amendment, are to such definitions as they exist as of the Effective Date.

1.2 "**Affiliate**" shall have the meaning set forth in Section 1.1 of the Collaboration Agreement; except that (i) Novvi LLC and its Affiliates (collectively, "**Novvi**") shall not be deemed an Affiliate of AMYRIS under this Agreement unless AMYRIS' equity ownership of a Novvi entity exceeds 50%, at which time, the applicable Novvi entity(ies) will be considered an Affiliate of AMYRIS for purposes of this Agreement, (ii) Company shall not be considered an Affiliate of AMYRIS nor an Affiliate of TOTAL and neither TOTAL nor AMYRIS shall be considered an Affiliate of Company, and (iii) SMA Indústria Química S.A and its Affiliates (collectively, " **SMA**") shall not be deemed an Affiliate of AMYRIS under this Agreement unless AMYRIS' equity ownership of a SMA entity exceeds 50%, at which time, the applicable SMA entity(ies) will be considered an Affiliate of AMYRIS for purposes of this Agreement. For clarity, the Affiliates of AMYRIS as of the Effective Date include: AMYRIS Fuels LLC, AB Technologies LLC, and AMYRIS Brasil Ltda.

1.3 "**AMYRIS Certification Materials**" means the Jet Certification Materials (as defined in Section 7 of the Second Amendment) made or generated by or on behalf of AMYRIS.

1.4 "**AMYRIS Competitor**" means an entity (other than AMYRIS or its Affiliates) whose primary business is to use a synthetic biology platform to make genetically modified microorganisms and to use such genetically modified organisms to

make Compounds (as defined in the Collaboration Agreement) that compete with AMYRIS Compounds.

1.5 "**AMYRIS Family**" means AMYRIS and its Affiliates.

1.6 "**AMYRIS Farnesene Included IP**" means any (i) AMYRIS Background IP (as defined in the Collaboration Agreement) and any AMYRIS Non-Collaboration IP (as defined in the Collaboration Agreement), in each case that is Controlled by AMYRIS or its Affiliates as of the Second Amendment Date, and (ii) AMYRIS Non-Collaboration IP developed after the Second Amendment Date (other than by a Third Party Acquirer), in each case, that (x) encompass general means of practicing synthetic biology or (y) are necessary or useful for the R&D Activities (as defined in the Collaboration Agreement) contemplated in connection with the Biofene Development Project.

1.7 "**AMYRIS Farnesene Production IP**" means any Farnesene Production IP owned or Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer).

1.8 "**AMYRIS Hydrogenation IP**" means any AMYRIS Background IP and AMYRIS Non-Collaboration IP in each case that is Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) and is necessary or materially useful in order to hydrogenate farnesene into farnesane.

1.9 "**AMYRIS Included IP**" shall have the meaning provided in Section 1.4 of the Collaboration Agreement.

1.10 "**AMYRIS Licensed IP**" means, all Inventions to the extent owned or Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) as of the Effective Date or at any time thereafter during the Term until thirty (30) years following the Effective Date including, AMYRIS Technology (as defined in Section 1.11 of the Collaboration Agreement), AMYRIS-Owned Collaboration IP (as defined in Section 1.9 of the Collaboration Agreement), AMYRIS Hydrogenation IP, AMYRIS-Owned Improvement Scope IP, AMYRIS' interest in Jointly-Owned Improvement Scope IP (as defined in Section 6.1(e) of the Collaboration Agreement), Jointly Owned Collaboration IP (as defined in Section 6.1(d)(ii) of the Collaboration Agreement), AMYRIS Farnesene Included IP and AMYRIS Production IP (as defined herein), and any Invention(s) licensed to AMYRIS by Novvi pursuant to the IP License Agreement entered by AMYRIS and Novvi on March 26, 2013 and amended on July _____, 2015, (the "**IP License Agreement**"), and subject to the terms of Section 2.A(vii) below, the AMYRIS Certification Materials, in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful (i) to develop and/or optimize the processes of making farnesene from the Commercial Farnesene Strain and purifying it from the fermentation broth and converting farnesene into farnesane and/or (ii) to Make and Sell (as defined in Section 1.75 of the Collaboration Agreement) JV Jet Products; provided that any such Inventions first developed or Controlled by AMYRIS or its Affiliates after the Effective Date shall be included in the AMYRIS Licensed IP only if Company agrees to pay to AMYRIS a commercially reasonable royalty (to be determined with regard to any such Invention(s) following the development of the applicable Invention(s) pursuant to

Section 2.A(iii)). For purposes of this definition and for Sections 2.A(i)(a), 2.A(i)(c) and 7.D, an item of AMYRIS Licensed IP will be deemed to be necessary with respect to a particular activity if it is actually used by the Company in carrying out such activity.

1.11 "**AMYRIS-Owned Improvement Scope IP**" means any and all Improvement Scope IP that is owned by AMYRIS pursuant to Section 6.1(e) of the Collaboration Agreement.

1.12 "**Banked Strain**" has the meaning set forth in Section 2.D hereof.

1.13 "**Biofene Development Project**" means the project and activities described in the Biofene Development Project Plan.

1.14 "**Biofene Development Project Plan**" means the written Development Project Plan agreed by AMYRIS and TOTAL for the research, development, and scale-up production activities to be conducted pursuant to the Second Amendment (as amended from time to time, if applicable, pursuant to the Collaboration Agreement).

1.15 "**Biofene Development Project Termination Date**" means the date that the Biofene Development Project terminates.

1.16 "**Biofene Development Project Extension Agreement**" means a written contract between TOTAL and AMYRIS, entered into pursuant to the EU Diesel Fuel License Agreement, under which TOTAL and AMYRIS extend the term of the Biofene Development Project beyond July 31, 2016 to set forth the Strain engineering and other activities AMYRIS will perform during such extension period, and the payments TOTAL will make to AMYRIS for AMYRIS's Biofene Development Project-related activities during this extension period.

1.17 "**Brazil Jet Business**" means production and commercialization by Amyris and its Affiliates of Farnesane Jet Products within Brazil for commercialization solely in Brazil, including the production of Farnesane Jet Products outside of Brazil for commercialization within Brazil, but excluding the production of Farnesane Jet Products within Brazil for commercialization outside of Brazil. However, for purposes of this definition, the commercialization of Farnesane Jet Products for use in vehicles that begin an international travel segment within Brazil and conclude such international travel segment outside of Brazil shall constitute commercialization of such products within Brazil.

1.18 "**Buy-Out Closing**" means the closing of TOTAL's purchase of all of AMYRIS' interest in the Company pursuant to the Company Shareholders' Agreement.

1.19 "**By-Product**" means any composition other than a JV Jet Product that is produced (and has been produced in greater than *de minimis* levels in a manufacturing process that is at least a 300 liter scale) (a) as a direct consequence of the manufacture of a JV Jet Product by the Company or its Affiliates, Subcontractors or sublicensees, and (b) except in the case of dead yeast cells, with a weight that is less than 40% of the weight of the applicable JV Jet Product concurrently produced and, in each case, any composition resulting from further purification processing.

1.20 "**Change of Control**" means the occurrence of any of the following with respect to AMYRIS: (i) the consolidation of AMYRIS with, or the merger of AMYRIS with or into, another "person" (as such term is used in Rule 13d-3 and Rule 13d-5 of the Exchange Act), or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the AMYRIS and its subsidiaries taken as a whole, or the consolidation of another "person" with, or the merger of another "person" into, AMYRIS, other than in each case pursuant to a transaction in which the "persons" that "beneficially owned" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, the Voting Shares of AMYRIS immediately prior to the transaction "beneficially own", directly or indirectly, Voting Shares representing at least a majority of the total voting power of all outstanding classes of voting stock of the surviving or transferee person; (ii) the adoption by AMYRIS of a plan relating to the liquidation or dissolution of AMYRIS, (iii) the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" directly or indirectly, of more than 50% of the Voting Shares of the AMYRIS (measured by voting power rather than number of shares); or (iv) the first day on which a majority of the members of the AMYRIS board of directors does not consist of Continuing Directors. As used in this definition, "**Voting Shares**" of any Person means capital shares or capital stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency. As used in this definition, "**Continuing Director**" means, as of any date of determination, any member of the AMYRIS board of directors who (i) was a member of the AMYRIS Board of Directors on July 31, 2012 or (ii) was nominated for election or elected to the AMYRIS board of directors with the approval of a majority of the Continuing Directors who were members of the AMYRIS board of directors at the time of such nomination or election and who voted with respect to such nomination or election; provided that a majority of the members of the AMYRIS board of directors voting with respect thereto shall at the time have been Continuing Directors. Notwithstanding the foregoing, an AMYRIS Change of Control shall not be deemed to have occurred in connection with (A) any acquisition of Amyris by TENA USA (or any of its Affiliates) or (B) any change in the board of directors of AMYRIS such that it is no longer composed of a majority of Continuing Directors if any designee of TENA USA (or any of its Affiliates) to the board of directors of AMYRIS approves the nomination or election of any member of the board of directors of AMYRIS that is not a Continuing Director or if TENA USA (or any of its Affiliates) votes any Voting Shares in favor of the election of any member of the board of directors of AMYRIS that is not a Continuing Director.

1.21 "**Commercial Farnesene Strain**" means any Commercial Strain (as defined in Section 1.25 of the Collaboration Agreement) designed for the production of farnesene.

1.22 "**Commercial Scale**" means with respect to a particular Commercial Farnesene Strain, the use of such Strain to reproducibly produce farnesene of commercially quality in commercial quantities and at commercially reasonable cost, as shown by production of [*]

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

[*]

1.23 "**Commercial Technology Transfer Package**" has the meaning set forth in Section 2.D(i).

1.24 "**Company's Articles of Association**" means the articles of association of the Company, as amended from time to time.

1.25 "**Company Indemnitees**" has the meaning set forth in Section 5.A(ii) hereof.

1.26. "**Company Independent Strain Engineering Patents"** means any issued Patent owned by Company or a wholly-owned Affiliate of Company with respect to an Invention conceived or reduced to practice by or on behalf of the Company in connection with the exercise of the license granted in Section 2.A(i)(b) of this Agreement that claims
(a) a Strain including a Mevalonate Pathway that produces one or more isoprenoid compounds, or (b) methods of using such Strain outside the Field.

1.27 "**Company Strains**" means the Commercial Farnesene Strain(s), the Intermediate Strain(s) and any other Strains that are genetic manipulations or modifications of any of the foregoing.

1.28 "**Confidential Information**" has the meaning set forth in Section 6.A hereof.

1.29 "**Control**" or "**Controlled**" means, with respect to any Invention, Patent or other intellectual property right, that the applicable Party or its Affiliates owns or has a license to such Invention, Patent or other intellectual property right and such applicable Party or its Affiliates has the ability to disclose the same to the other Party and to grant the other Party a license or a sublicense (as applicable) under the same as provided in this Agreement without violating the terms of any agreement or other arrangement with any Third Party.

1.30 "**Dispute**" means any dispute, claim or controversy that arises between the Parties in connection with this Agreement or any agreement or instrument delivered in connection herewith, or the negotiation, execution, interpretation, breach, termination invalidity or enforcement hereof or thereof.

1.31 "**Executive Officers**" means (a) in the case of AMYRIS, the Chief Commercial Officer or such other officer designated in writing by the Chief Executive Officer, and (b) in the case of Company, the Chief Executive Officer or such other officer as may be designated by Company's board of directors.

1.32 "**Farnesane Jet Product**" means a Jet Product that is farnesane, wherein the isoprenoid is farnesene.

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

1.33 "**Farnesene Production IP**" means any and all (a) AMYRIS Farnesene Included IP, (b) Collaboration IP and (c) Improvement Scope IP, in each case that is necessary or useful to (i) produce farnesene from fermentation of a Farnesene Strain or (ii) purify such farnesene from the fermentation medium to hydrogenation grade.

1.34 **Farnesene Strain**" means any Strain that produces farnesene.

1.35 "**Field**" means jet fuel applications.

1.36 "**Governmental Entity**" shall have the meaning set forth in Section 1.54 of the Collaboration Agreement.

1.37 "**Improvement Scope IP**" means any and all Inventions that are conceived or reduced to practice on or after the Effective Date of the Collaboration Agreement by
(a) any employee, agent or Third Party contractor of TOTAL or any of its Affiliates,
(b) any employee, agent or Third Party contractor of AMYRIS or any of its Affiliates, or
(c) any of the foregoing jointly, in each case, in the performance of Improvement Scope Activities (x) during the term of the Collaboration Agreement or (y) during the term that a JV Jet Product is being commercialized by Company.

1.38 "**Indemnified Party**" has the meaning set forth in Section 5.A(iii) hereof.

1.39 "**Indemnifying Party**" has the meaning set forth in Section 5.A(iii) hereof.

1.40 "**Infringement**" has the meaning set forth in Section 3.D(i) hereof.

1.41 "**Initial Package**" has the meaning in Section 2.D(iii)(a) hereof.

1.42 "**Intermediate Strain(s)**" means, at a given point in time, (i) the Farnesene Strain then most recently used by AMYRIS for the commercial Manufacture of farnesene, if any, and (ii) up to ten (10) other Strains developed in the Biofene Development Project that are most likely to achieve the goals of the Biofene Development Project. The four Intermediate Strains to be initially escrowed as part of the Initial Package have been selected by the Management Committee (as defined in the Collaboration Agreement). Company agrees that the Management Committee pursuant to the Second Amendment may periodically designate additional Intermediate Strain(s) for inclusion as Banked Strains to replace any or all of the four (4) initial Banked Strains, provided that if the Management Committee is unable to agree upon whether a particular Strain should be designated as an Intermediate Strain, then the TOTAL representative(s) to the Management Committee shall have the right to make such decision with respect to eight (8) (but not more) of the subject Strains but in no event may the TOTAL representatives(s) designate more than eight (8) Strains for escrow. Notwithstanding the above, at any given time, there shall be no more than fourteen (14) Banked Strains.

1.43 "**Invention(s)**" means, whether or not patentable, any inventions, information, technology, methods, compositions of matter, formulae and other subject matter (including all related software, workflow, apparatus or arrangement of apparatuses, knowledge database systems, processes, systems and technology for the design, selection,

engineering, development and manufacture of Strains, Compounds or Products (each, as defined in the Collaboration Agreement), the Strains and the Compounds and the Products themselves, chemistry, process engineering, materials transformation, Strain or Compound or Product specifications, know-how, trade secrets, improvements and all intellectual property rights therein or pertaining thereto.

1.44 "**IP License Agreement**" has the meaning set forth in Section 1.10.

1.45 "**Jet Product**" means one or more fermentation produced isoprenoid(s) that may or may not be hydrogenated or hydroprocessed, which when blended with petroleum-derived jet fuel, meet the ASTM D 1655 specification or the equivalent of (or successor to) such standard for use as a jet fuel.

1.46 "**JV Jet Product**" means (i) farnesene or farnesane for use in Jet Product or
(ii) Farnesane Jet Product.

1.47 "**Knowledge**" means actual or constructive knowledge of any officer of AMYRIS.

1.48 "**Known By-Product**" means a By-Product that is specified on Exhibit E as of the Effective Date or added to Exhibit E in accordance with Section 2.H.

1.49 "**Legal Requirement**" means, with respect to any Party, any federal, state or local law, constitution, treaty, ordinance, code, edict, writ, decree, rule, regulation, judgment, ruling, injunction or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity that is binding upon or applicable to such Party, including Environmental Laws (as defined in the Collaboration Agreement) and any of the foregoing applicable to genetically modified microorganisms, related to food, drugs, health or safety.

1.50 "**Lien**" means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, or other encumbrance of any kind.

1.51 "**Manufacture**" means make and have made (including practicing and using for the foregoing purposes).

1.52 "**Patent(s)**" means (a) all national, regional and international patents and patent applications, including provisional patent applications; (b) all patent applications filed either from a patent or patent application described in clause (a) or from an application claiming priority to a patent or patent application described in clause (a), including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications; (c) any and all patents that have issued or in the future issue from the foregoing patent applications (clauses (a) and (b)), including utility models, petty patents and design patents and certificates of invention; (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications (clauses (a), (b) and (c)); and (e) any similar rights, including so-called pipeline protection, or any

importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

1.53 "**Person"** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

1.54 **Potential Third Party Conflict**" has the meaning set forth in Section 2.H(ii).

1.55 "**Program Strain**" means a Commercial Strain (as defined in Section 1.25 of the Collaboration Agreement) designed for the production of farnesene that satisfies the criteria of a Commercial Farnesene Strain.

1.56 "**Second Amendment Date**" means July 30, 2012.

1.57 "**Strain**" means any microorganism, including bacteria, yeast, higher fungi and algae, that is tested, modified or optimized to produce compounds according to the alteration of metabolic pathways, including AMYRIS' genetically modified yeast strain that includes the Mevalonate Pathway (as defined in the Collaboration Agreement) from which it is capable of making an isoprenoid compound.

1.58 **"Strain Improvement Technology**" means any Invention Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) that is necessary or materially useful to perform strain engineering or other genetic manipulation (by any means) in order to genetically manipulate any Strain(s) for the purpose of developing or improving a Farnesene Strain.

1.59 "**Subcontractor**" means any Third Party Subcontractor or TOTAL Subcontractor.

1.60 "**Subject Third Party Agreement**" shall have the meaning set forth in Section 4.D(i) hereof.

1.61 "**Successful Commercial Transfer**" means with respect to a particular Commercial Farnesene Strain, the use of such Strain to reproducibly produce farnesene at Commercial Scale.

1.62 "**Term**" has the meaning set forth in Section 7.A hereof.

1.63 "**Territory**" means worldwide.

1.64 "**Third Party**" means a Person other than Company or any of its Affiliates, AMYRIS or TOTAL or an Affiliate of AMYRIS or TOTAL.

1.65 "**Third Party Acquirer**" means (i) a Third Party that acquires AMYRIS in a Change of Control or acquires substantially all of the assets of AMYRIS and (ii) any Affiliates of such Third Party (other than the members of AMYRIS Family as of immediately prior to the AMYRIS transaction described in subparagraph (i)).

1.66 "**Third Party Agreement**" means any agreement that was entered or is entered by AMYRIS with a Third Party pursuant to which AMYRIS obtained or obtains a license, with the right to sublicense, of any Inventions, including without limitation Patents, within the AMYRIS Licensed IP.

1.67 "**Third Party Conflict**" has the meaning set forth in Section 2.H(i).

1.68 "**Third Party Subcontractor**" has the meaning set forth in Section 2.C(ii) hereof.

1.69 "**TOTAL Subcontractor**" has the meaning set forth in Section 2.C(ii) hereof.

ARTICLE 2. LICENSE GRANT AND RELATED TERMS

A. License to Make and Sell JV Jet Products.

(i) License Grants. Subject to Section 2.F and 2.J below and Article 7, AMYRIS and its Affiliates hereby grant to Company the following perpetual and irrevocable licenses, with the right to sublicense through multiple tiers pursuant to Section 2.C below, for the JV Jet Products:

(a) a non-exclusive, worldwide (subject to Section 2.E(iv) below), royalty-free (subject to Section 2.B below) right and license under the AMYRIS Licensed IP in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to develop and/or optimize the processes of making farnesene from a Commercial Farnesene Strain, purify farnesene from the fermentation broth, and convert farnesene into farnesane, in each case solely for Company to exercise its licenses under clauses (c) and (d) below;

(b) a non-exclusive, worldwide (subject to Section 2.E(iv) below), royalty-free (subject to Section 2.B below) right and license under the Strain Improvement Technology to optimize and/or engineer, by any means, any Farnesene Strain for use in the Field (including but not limited to Commercial Farnesene Strains with performance characteristics that exceed Commercial Scale), which license may be practiced upon the earliest to occur of the following: (1) when TOTAL may practice its license under Section 2.A(i)(b) of the EU Diesel Fuel License Agreement or (2) the occurrence of a Buy-Out Closing prior to August 1, 2016. Such license may be practiced for so long as the Company is pursuing the development and/or Manufacture of farnesene for use in the Field;

(c) an exclusive (subject to Section 2.A(iv)), royalty-free (subject to Section 2.A(iii) and (vii) and Section 2.B below) right and license under the AMYRIS

Licensed IP in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to Make and Sell JV Jet Products within the Territory; and

(d) a non-exclusive, royalty-free (subject to Section 2.B below) right and license under the AMYRIS Licensed IP, in each case, that is necessary to offer for sale, sell and import any Known By-Product(s) for any uses other than for use(s) precluded by Third Party Conflicts; provided, however, that this license shall not expand any obligation that AMYRIS may have to disclose the AMYRIS Licensed IP beyond what is set forth elsewhere in this Agreement. For clarity, the production of By-Products by Company or its Sublicensees or Subcontractors in connection with the practice of the right to Manufacture JV Jet Products pursuant to Section 2.A(c) above shall not be a breach of this Agreement.

For clarity, there shall be no volume or production limits on the foregoing licenses set forth in clauses (a), (c) and (d), and such licenses may be practiced by Company and its sublicensees anywhere in the Territory (subject to Section 2.E(iv)) for the licensed uses. For additional clarity, the licenses granted in clauses (a)-(d) above include the right to Make and Sell solely for use in the Field farnesane made with farnesene produced via the exercise of such licenses.

(ii) Limited License. The licenses granted Company above (a) allow it to conduct licensed activities with respect to (x) the JV Jet Products solely for use in the Field, and/or (y) Known By-Products (on a case-by-case basis) solely for use outside the applicable Third Party Conflict(s), and (b) with respect to Section 2.A(i)(b), include the right to optimize or modify the applicable Company Strain(s) by any means. Upon termination of the license granted in Section 2.A(i)(b), unless otherwise agreed in writing by the Parties, at AMYRIS' written request, Company shall destroy all quantities of the Intermediate Strain(s) and any Strains developed under such license based on or using the Intermediate Strain(s) other than the Commercial Strain(s).

(iii) Inventions First Developed or Controlled by AMYRIS after the Biofene Development Project Termination Date . Except as provided in Sections 2.A(i)(a), (b), and (d), any Invention(s) first developed or Controlled by AMYRIS or its Affiliates after the Biofene Development Project Termination Date that would be covered by the AMYRIS Licensed IP shall be included therein only if the Company (or any successor of Company) agrees to pay a commercially reasonable royalty (to be determined with regard to such Inventions following its development with regard thereto). Notwithstanding the foregoing, in consideration of the license to Company Independent Strain Engineering Patents, no royalty shall be due to AMYRIS with respect to any Invention(s) first developed or Controlled by AMYRIS or its Affiliates after the Biofene Development Project Termination Date that would constitute Strain Improvement Technology. AMYRIS shall notify Company (or any successor of Company) of any such Invention(s) promptly as they first are developed or otherwise become Controlled by AMYRIS or its Affiliates, providing a detailed description thereof. At the request of Company (and/or any successor of Company), the Parties shall negotiate in good faith a commercially reasonable royalty for the use of such Invention(s). If the Parties (or AMYRIS and any successor of Company) agree in writing on such terms for inclusion of such Invention(s) within the

AMYRIS Licensed IP, then they shall be subject to the applicable licenses in Section 2.A. If the Parties (or AMYRIS and any successor of Company) are unable to reach agreement on such terms, then at the request of Company (or any successor of Company), such matter shall be submitted to baseball arbitration for final resolution as provided in Section 8.E below.

(iv) AMYRIS Retained Rights. AMYRIS retains (a) the co-exclusive right to Make and Sell JV Jet Products in Brazil, unless and until the Brazil Jet Business Assets (as defined in the Company Shareholders' Agreement) are acquired by the Company in accordance with the terms of the Company Shareholders' Agreement, (b) rights to Manufacture JV Jet Products in the Territory but only for sale within the Territory to Company or its designees, (c) the right to import JV Jet Products into the Territory but only for sale to Company and its designees, (d) rights to conduct activities within the Improvement Scope as permitted under the Collaboration Agreement and the conduct of the Biofene Development Project and (e) the exclusive (as between the Company and AMYRIS), worldwide rights to Make and Sell and otherwise exploit products for use outside the Field, including the right to Manufacture farnesene and/or farnesane for use in such other products.

(v) Future JV Jet Product Supply Agreement. If AMYRIS is Manufacturing JV Jet Product for the Company pursuant to Section 2.A(iv) and Company desires to purchase some of such JV Jet Product from AMYRIS to offer for sale and sell it for use in the Field in the Territory, the Parties will, in good faith, negotiate commercially reasonable terms, which will include a "most favored nation basis" pricing mechanism (based on similarity of markets, geographies, uses, quantities, etc.), for AMYRIS to supply Company with agreed upon quantities of such JV Jet Product.

(vi) General.

(a) Survival. Except as provided in Section 2.A(i)(b) or in Section 7.C, the licenses granted to Company in Article 2 shall be irrevocable until the end of the Term and remain in full force and effect during the Term, notwithstanding any breach or alleged breach of the Collaboration Agreement or any termination or expiration of the Collaboration Agreement. For clarity, the licenses granted to Company shall terminate upon the earlier of (i) expiration of the Term and (ii) termination of this Agreement pursuant to Section 7.C. However, during the Term, except for such modifications as may apply under Section 2.J, such licenses shall remain in effect regardless of the equity ownership of Company or any changes thereto.

(b) Licensed Patent List. The Patents existing as of the Effective Date within the AMYRIS Licensed IP are those set forth in a letter provided by AMYRIS to the Company of even date herewith. Upon the Company first becoming eligible to practice the license granted in Section 2.A(i)(b), AMYRIS shall provide to Company a list of Patents then currently existing within the Strain Improvement Technology. During the Term, AMYRIS shall provide to Company at least semi-annually a complete and accurate written updated list of all Patents within the AMYRIS Licensed IP and, if Company is eligible to practice the license granted in Section 2.A(i)(b), the Strain Improvement Technology; provided, however, that such obligation shall cease (1) with respect to AMYRIS Licensed IP as of the expiration of the last to expire of the Patents that are included in the AMYRIS Licensed IP at the time of the first commercial sale of a JV Jet Product or if no such sale has occurred by twenty (20) years after the Effective Date, as of such date, and (2) with respect to the Strain Improvement Technology upon the existence of (x) a Suitable Commercial Strain or (y) the achievement of a Successful Commercial Transfer of a Commercial Farnesene Strain.

(vii) AMYRIS Certification Materials. If Company wishes to use any AMYRIS Certification Materials to sell, as certified, a Farnesene Jet Product for use in the Field in the Territory, then Company shall notify AMYRIS and shall be obligated to reimburse AMYRIS for the documented amounts incurred by AMYRIS in generating the applicable AMYRIS Certification Materials after June 21, 2010; provided, however, for activities conducted by AMYRIS Brazil in furtherance of its Brazil Jet Business, no reimbursement shall be required if the Brazil Jet Business Assets (as defined in the Company Shareholders' Agreement) have been acquired by Company. Company shall pay such amounts to AMYRIS within thirty (30) days of receipt of an invoice therefor unless otherwise agreed in writing by the Parties.

(viii) Extension of the Biofene Development Project. The Parties acknowledge that under the EU Diesel Fuel License Agreement, at any time prior to the end of the Biofene Development Project (i.e., July 31, 2016), TOTAL may provide a written request that AMYRIS enter into negotiations regarding an extension of the Biofene Development Project, per a Biofene Development Project Extension Agreement, with the objective of generating one or more Commercial Farnesene Strains for use in the Field (including but not limited to Commercial Farnesene Strains with performance characteristics that exceed the minimal requirements for Commercial Farnesene Strain). If AMYRIS fails to timely respond to TOTAL's notice, Amyris declines to participate in such negotiations, or if the Parties cannot reach agreement on the terms of such Biofene Development Project Extension Agreement within the agreed negotiation period, then TOTAL and AMYRIS have no more obligations to attempt to extend the Biofene Development Project and in such case, but in no event before the expiration of the Biofene Development Project, the Company may practice the license in Section 2.A(i)(b) of this Agreement when TOTAL may practice the license in Section 2.A(i)(b) of the EU Diesel Fuel License Agreement.

B. Third Party Agreements.

(i) Company acknowledges that certain Patents and/or Inventions within the AMYRIS Licensed IP have been or may be licensed to AMYRIS pursuant to one or more Third Party Agreement(s), and that the sublicenses granted by AMYRIS to Company with respect to the AMYRIS Licensed IP that is subject to any such Third Party Agreement(s) are subordinate to the applicable terms of the applicable Third Party Agreement. In the event that such terms would impose any obligations on Company beyond those set forth in this Agreement, AMYRIS shall promptly notify Company of such terms of any Third Party Agreement so that Company will be informed of such terms. If AMYRIS fails to promptly disclose any such terms, then Company shall have no

responsibility to comply with the non-disclosed terms or liability for failing to so comply. In the event that the licenses granted hereunder include a sublicense under the IP License Agreement, the Company acknowledges that such sublicense shall be subject to Section 2.2 thereof.

(ii) Company further acknowledges that, with respect to Patents and/or Inventions within the scope of the AMYRIS Licensed IP or the Strain Improvement Technology, as applicable, that are licensed pursuant to a Third Party Agreement to AMYRIS or its applicable Affiliate after the completion of the Biofene Development Project, the sublicense granted by AMYRIS to Company may result in payment obligations to the Third Party for the grant and/or practice of such sublicense to Company. In such a case, Company shall only receive such a sublicense if it agrees in writing, in a form reasonably acceptable to AMYRIS, to pay any such amounts due for the grant of a sublicense to Company or practice of such a sublicense by Company or its sublicensees (which payments may include milestone payments and/or royalties on product sales), and to otherwise comply with the terms of such Third Party Agreement.

(iii) In the event of the filing of a bankruptcy petition under Title 11 of the United States Code (the "**Bankruptcy Code**") by or against a licensor of intellectual property to AMYRIS under a Third Party Agreement(s) (the "**Third Party Licensor**"), Subject to the rights granted to TOTAL in the EU Diesel Fuel License Agreement, which Company agrees shall take precedence over the rights granted to Company in this provision, AMYRIS hereby assigns to Company the right to make the election set forth in Section 365(n)(1)(B) of the Bankruptcy Code (the "**365(n) Election**") if Third Party Licensor as debtor in possession, or a trustee on its behalf, rejects the Third Party Agreement pursuant to Section 365 of the Bankruptcy Code; provided, however, that such 365(n) Election must be made by Company no later than the earlier of (x) seven (7) Business Days after AMYRIS has provided written notice to Company of any rejection of the Third Party Agreement and (y) five (5) Business Days prior to any date set forth in an order of the bankruptcy court having jurisdiction over the bankruptcy case of Third Party Licensor as the date by which any such Section 365(n) Election must be made, which deadline shall be provided in writing to Company by AMYRIS within two (2) Business Days after AMYRIS receives written notice of same from such Third Party Licensor (the "**Election Deadline**"). AMYRIS shall not have the right to make the election set forth in Section 365(n)(1)(A) of the Bankruptcy Code prior to (1) the Election Deadline, in the event Company has timely exercised the 365(n) Election, or (2) if AMYRIS fails to timely notify Company of the rejection of such Third Party Agreement, the date by which such Section 365(n) Election must be made. If Company does not make the 365(n) Election on or prior to the Election Deadline, then the right to make the Section 365(n) Election shall automatically re-vest in AMYRIS, in which case AMYRIS shall be free to exercise the 365(n) Election in its discretion.

(iv) AMYRIS agrees not to terminate or permit termination of the Third Party Agreement containing such license by exercise of an election under Section 365(n)(1)(A) of the Bankruptcy Code without the prior written consent of Company. AMYRIS acknowledges that because the sublicenses granted by AMYRIS to Company is a significant part of Company's benefits under the Agreement, Company does not anticipate

that it would consent to termination of such Third Party Agreement and shall not under any circumstances be obliged to give such consent.

(v) In the event that any royalties are due under a 365(n) Election, then, for clarity, the principles of Section 2.B(ii) shall apply to the allocation of such royalties between the Parties. For clarity, the allocation between the Parties of any royalties due with respect to the Third Party intellectual property subject to such 365(n) Election shall remain unaltered following such 365(n) Election.

C. Sublicenses and Subcontracts.

(i) Company shall have the right to grant sublicenses, through multiple tiers, of the licenses granted to Company in Section 2.A; provided, however, with respect to the Manufacture of farnesene, Company may only grant sublicenses for the Manufacture of farnesene solely for sale to Company and its other sublicensees to Make and Sell JV Jet Products. Company and its Affiliates shall bind its sublicensees to the restrictions in clauses (a) and (b) of Section 4.B(iii) and AMYRIS shall have third party beneficiary rights with respect thereto analogous to those set forth in Section 2.C(iii)(b).

(ii) Company may grant to a Third Party or TOTAL or any of TOTAL's Affiliates (any such Third Party, a " **Third Party Subcontractor**", and/or to any of TOTAL, or any of its Affiliates, in its capacity as subcontractor to Company, a "**TOTAL Subcontractor**") have made rights under:

(a) the licenses in Section 2.A(i)(a) and (c), as are reasonably necessary or materially useful for such Subcontractor to Manufacture the JV Jet Products for Company, including without limitation, if reasonably necessary or materially useful for the relevant activity, use of the Commercial Farnesene Strain(s); and

(b) the license in Section 2.A(i)(b), on and after the date on which such license may be practiced, as reasonably necessary or materially useful for such Subcontractor to exercise such license for Company to modify or improve the Farnesene Strain(s) for the Field. Any Subcontractor shall represent, warrant and covenant that its Manufacture and supply of farnesene or the applicable JV Jet Product (or intermediate thereof) to Company will be conducted in accordance with the specifications and instructions provided by Company and all applicable Legal Requirements.

(iii) Common Provisions.

(a) Any sublicense or Subcontractor agreement entered into by Company shall be in writing and contain (1) terms that are consistent in all material respects with this Agreement; (2) reasonable confidentiality terms that obligate the sublicensee or Subcontractor to comply with provisions regarding non-disclosure and non-use of AMYRIS Confidential Information at least as restrictive as those of this Agreement; (3) if the sublicensee or Subcontractor will have access to any Company Strain (such a Person or any other Person that has access to any Company Strain, a "**Strain Recipient**"),

material transfer and use restrictions on the Company Strains consistent with those as described in Section 2.E below, and, without limitation of Section 3.A, such other provisions governing intellectual property as may be agreed in writing by Company and AMYRIS, on a case-by-case basis; (4) a covenant limiting the practice of the licenses to the Field, all as described in Section 4.B(iii) below; (5) provisions regarding reporting, audit and inspection rights, including those to protect AMYRIS Farnesene Production IP and the Company Strain(s), including as described in Section 2.F; and (6) provisions to effect the transfer to Company (or at the request of AMYRIS, to AMYRIS) of rights to any intellectual property with respect to which AMYRIS is entitled to ownership, as described in Section 3.A hereof).

(b) Each sublicense or Subcontractor agreement and any other agreement that relates to use of a Strain with a Strain Recipient shall further provide that AMYRIS shall be a third party beneficiary of such agreement by a right to directly enforce against the sublicensee or Subcontractor or other Strain Recipient an uncured material breach of such agreement, as the case may be, if and solely to the extent that (1) such a breach relates to activities conducted with farnesene made by a Company Strain, and (2) Company fails to act reasonably and as expeditiously as possible under the circumstances to address any such breach (provided that such failure to act expeditiously is not the result of any action or inaction on the part of AMYRIS). For the avoidance of doubt, the foregoing sentence shall not be deemed to limit any right of any AMYRIS member of the board of managing directors of Company to act in the best interests of AMYRIS in making any determination as a managing director. Each sublicensee of Company hereunder and each Company Affiliate shall also be required to so designate AMYRIS as a third party beneficiary in any of its agreements with any Strain Recipient.

(c) Except as otherwise agreed by AMYRIS and Company, each sublicensee and Subcontractor and any other Strain Recipient in any agreement described in clause (b) above shall be required (1) to obtain and maintain insurance at least as great as required to be held by Company pursuant to Section 5.B hereof and (2) to indemnify and hold harmless Company, AMYRIS and TOTAL and their respective directors, officers, employees and agents from and against any and all Third Party claims, suits and proceedings to the extent that such claims, suits and proceedings arise out of, are based on, or result from its willful misconduct or gross negligence or a breach of any provision of Subcontractor's or sublicensees or Strain Recipient's agreement with Company (or its Affiliates or sublicensees), including any representation, warranty or covenant thereunder.

D. Technology Transfer and Escrow.

(i) Commercial Technology Transfer. Following the designation of a Program Strain, to facilitate the practice by Company of the licenses granted herein, at Company's written request and expense, AMYRIS shall deliver to Company the Program Strain and with regard to the then current process for the Manufacture of JV Jet Products using such Program Strain and the documentation specified on Exhibit A ("**Commercial Technology Transfer Package**").

(ii) Commercial Strain Technology Transfer Assistance. At Company's

request and expense, to facilitate the practice of the licenses granted to Company, following the designation of the first Program Strain, AMYRIS shall provide to Company (or its designee) a one-time site-specific technology transfer of the then-current Manufacturing process for the JV Jet Products using the Program Strain, which technology transfer shall include training and on-site support (by persons directly involved in the development, use, scale-up and/or operation of the AMYRIS Licensed IP to implement the practice of the AMYRIS Licensed IP and achieve steady state production of farnesene and/or farnesane).

(iii) Escrow. At Company's expense, AMYRIS will deposit (on the timing specified below) with a mutually agreed Third Party escrow agent (the "**Escrow Agent**"), pursuant to one or more escrow agreements entered by such Escrow Agent, AMYRIS and Company the following (collectively, the "**Escrowed Materials**" and each escrowed Strain, a "**Banked Strain**"):

(a) Continuing until the earliest of (1) the twentieth anniversary of the Effective Date, (2) the date six (6) months after the date on which Company has the right to practice the license set forth in Section 2.A(i)(b), and (3) the achievement of a Successful Commercial Transfer, AMYRIS shall escrow the following materials: the Intermediate Strain(s) and the then current process for the Manufacture of JV Jet Products using the Intermediate Strain(s) including the documentation specified on Exhibit B ("**Initial Package**"). The Initial Package shall be escrowed no later than within ninety (90) days of the Effective Date, and at least semi-annually thereafter until the occurrence of the earliest of clauses (1) -(3) of this Section 2.D(iii)(a), AMYRIS shall update the Initial Package to reflect the then current process for the Manufacture of JV Jet Products using the then current Intermediate Strain(s).

(b) No later than thirty (30) days after the Parties' designation of each Program Strain, if any, AMYRIS shall escrow the following materials: such Program Strain and the then current process for the Manufacture of JV Jet Products using such Program Strain, including without limitation, the documentation specified on Exhibit A.

(c) Company may, from time to time, obtain access to the Escrowed Materials (at the location of the Escrow Agent) for audit purposes, i.e. to verify that the Escrowed Materials have been properly submitted and stored (provided that if AMYRIS requests, Company's representative may be accompanied by AMYRIS' representative during such audit), and upon request of Company and at the Company's expense, AMYRIS shall cause the Escrowed Materials to be sent to an independent laboratory reasonably agreed to by the Parties to allow testing and to evidence that the Banked Strains remain viable and continue to produce farnesene at expected yields, in which case such laboratory shall be considered a Strain Recipient for purposes of this Agreement.

(d) Company will have the right to a release of the Escrowed Materials from the Escrow Agent at such time as Company is entitled to exercise the license granted in Section 2.A(i)(b).

(e) AMYRIS' obligations to escrow under this Agreement, including the Intermediate Strain(s), the Initial Package, and, if applicable, the Program Strain(s) and the

Commercial Technology Transfer Package, shall terminate six (6) months after the date on which Company has the right to practice the license set forth in Section 2.A(i)(b). Thereafter, the Company shall be responsible for maintaining the Strains and information that were the subject of the Successful Commercial Transfer. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Company receive more than an aggregate of fourteen (14) Banked Strains.

(f) Any dispute between the Parties regarding the deposit of any Escrowed Materials or the access to any Escrowed Materials shall be resolved as provided in Section 8.A, B and D.

(iv) Thirty (30) days after the date on which Company has the right to practice the license set forth in Section 2.A(i)(b), AMYRIS shall deliver to Company (a) for each of the Banked Strains, detailed written (or electronic) information regarding its ancestor and lineage, a description of each of the changes (e.g., random, rational or directed modifications) made to such strain, the types of changes (e.g., deletion, insertion, ploidy) and the locus of each genetic modification, and (b) a family tree showing the genetic relationships between all Strains studied or prepared in connection with the activities performed under the Collaboration Agreement, to enable Company to utilize the license granted in Section 2.A(i)(b).

(v) For clarity, the information, know-how and materials disclosed by AMYRIS in any technology transfer or otherwise hereunder shall only be used by Company and its Affiliates and sublicensees and Subcontractors pursuant to the applicable license(s) granted in Section 2.A above and such disclosure is not intended to grant any other rights of use, express or implied.

(vi) At the time of delivery of the Initial Package or the Commercial Technology Transfer Package, as the case may be, Amyris shall also provide to the Company, upon its request, the then current capital costs at AMYRIS' Brotas plant and its then current operating expenses for farnesene production.

E. Strain Restrictions. During the Term except as expressly provided in this Agreement (e.g., Sections 2.A(i)(b)), without the express written consent of AMYRIS, Company shall:

(i) not, and shall not allow any other Person to, (a) engage in the further optimization of any Commercial Farnesene Strain(s), including using any strain engineering or method of genetic manipulation by any means other than random mutagenesis, and (b) use any other Company Strain other than pursuant to the license set forth in Section 2.A(i)(b), if applicable;

(ii) not, and shall not allow any other Person to, except as expressly permitted in this Agreement, (a) reverse engineer any Company Strain(s), (b) engineer any other strain from the Commercial Farnesene Strain(s) (c) use any Company Strain, or (d) distribute, disclose or transfer any Company Strain, or any AMYRIS Licensed IP, with respect to subsections (a) and (b) of this Section 2.E(ii), for any purpose; and with respect to subsections (c) and (d) of this Section 2.E(ii), for any purpose outside of the scope of

licenses granted in Section 2.A above and the subcontracting rights set forth in Section 2.C, and in all such cases, such activities shall be subject to the terms of this Agreement;

(iii) handle, and cause any Strain Recipient to handle, the Company Strain(s) in a safe and prudent manner, in accordance with applicable law and regulations and guidelines used by AMYRIS in its own activities involving the Company Strains, as provided by AMYRIS to Company;

(iv) not distribute, disclose or transfer (or permit to be distributed, disclosed or transferred) the Intermediate Strain(s) or any other Strain that is a genetic manipulation or modification of any Intermediate Strain (other than the Commercial Farnesene Strain(s) which the Company may use as described below) in connection with the exercise of its license under Section 2.A(i)(b), if applicable, to any other Person (except pursuant to and in accordance with this Agreement) or to any location other than the following countries: Australia, Brazil, Canada, Japan, Mexico, South Korea, United States, or the countries that are members of the European Union as of the Effective Date, a listing of which is provided on Exhibit D. For clarity, it is understood and agreed that the Company and its designees may conduct any licensed activities involving the practice of the licenses granted to Company under Section 2.A(i)(a), (c) or (d) (e.g. use of a Commercial Farnesene Strain for production of JV Jet Products as well as any downstream processing of JV Jet Products) in any location such entities deem appropriate; provided, if the Company or its designees intend to conduct the Manufacture of farnesene in any country other than: Australia, Brazil, Canada, Japan, Mexico, South Korea, United States and the member countries of the European Union which are listed on Exhibit D, the Company shall notify AMYRIS at least sixty (60) days prior to the selection of the applicable country as a farnesene manufacturing location. If AMYRIS believes that the farnesene Manufacture in such identified country would pose material risk that the conduct of such activities could jeopardize any Commercial Farnesene Strain, including loss of trade secret status with respect to the Commercial Farnesene Strain or any material information with respect thereto or to the related manufacturing process, AMYRIS shall identify such risks with particularity and provide reasonable evidence that the existing precautionary measures provided in this Agreement are insufficient with respect to such material risks. In any such case, the Parties shall discuss in good faith such risks and other reasonable precautionary measures that could be taken to mitigate such risks. In the event the Parties agree on such other precautionary measures, then such measures shall constitute the "**Precautionary Measures**". In the event the Parties do not agree on whether any Precautionary Measures should be established or the nature of such Precautionary Measures, either Party may refer the matter to the dispute resolution procedures under Sections 8.A and 8.B for determination of (a) whether any Precautionary Measures should be established and (b) if so, the nature of such Precautionary Measures. Company shall implement any Precautionary Measures (whether mutually agreed or established pursuant to the preceding sentence) prior to engaging in the licensed activities in the applicable country and shall maintain any such Precautionary Measures in place for so long as such activities are being conducted;

(v) ensure that any sublicensee, Subcontractor or Strain Recipient shall be expressly bound in writing to the provisions set forth in this Section 2.E; and

(vi) With regard to Company's exercise of its license in Section 2.A(i)(b), the terms in this Section 2.E supersede any and all limitations on Company's ability to modify or optimize the Farnesene Strain(s) using only random mutagenesis that are contained in other contracts between the Parties or between TOTAL and Amyris, including without limitation, those set forth in Section 6.6(a) of the Collaboration Agreement.

F. Reporting, Audit and Inspection Rights. This Section 2.F shall apply to any Third Party that Manufactures farnesene for Company (each a "**Third Party Manufacturer**") or, if the Company Manufactures JV Jet Products itself, to the Company and to any other Strain Recipient. AMYRIS shall have the right, upon reasonable prior notice and during normal business hours, at agreed times to inspect those portions of facilities at which farnesene is Manufactured or where any Company Strain is used where such activities occur, and the books and records of Third Party Manufacturer or Company or other Strain Recipient, as applicable, relating specifically to such Manufacture or any Company Strain, including any Manufacturing batch records for the Manufacture of farnesene. At the request of any Third Party Manufacturer, AMYRIS shall enter into a customary confidentiality agreement with the Third Party Manufacturer in form and substance reasonably acceptable to the Manufacturer to keep the results of such inspection confidential, provided that AMYRIS may (i) share with Company the results of any such inspections, and (ii) use and disclose such results to the extent reasonably necessary to enable Company to enforce its rights under its contract with the Third Party Manufacturer. Company or any Third Party Manufacturer, as applicable, shall deliver to AMYRIS a once-monthly summary report relating to any Manufacture conducted using any Company Strain and such other customarily-maintained information regarding such Manufacture as may be reasonably requested by AMYRIS.

G. No Implied Rights. For the avoidance of doubt, (i) Company and its Affiliates shall have no right, express or implied, with respect to any intellectual property rights of AMYRIS or any of its Affiliates, except as expressly provided in this Agreement or the Collaboration Agreement and (ii) AMYRIS and its Affiliates shall have no right, express or implied, with respect to any intellectual property rights of Company or any of its Affiliates, except as expressly provided in this Agreement or the Collaboration Agreement.

H. By-Products.

(i) As used in this Section, "**Third Party Conflict**" is a conflict between (a) a proposed grant of a non-exclusive license to the Company under Section 2.A(i)(d) with respect to a potential Known By-Product or Known By-Product and (b) a written agreement between AMYRIS and a Third Party granting an exclusive license or other exclusive commercial rights (e.g. non-competition) to such Third Party for the applicable potential Known By-Product or Known By-Product for one or more uses, which contractual right is in effect at the time of designation of the applicable By-Product as a Known By-Product, which written agreement either (x) precludes designating such By-Product as a Known By-Product for any uses, or (y) excludes one or more uses from the Company's non-exclusive license for such Known By-Product(s) for one or more specific uses (including the making of a particular Known By-Product from a non-conflicting By

Product and using such Known By-Product for one or more specific excluded uses). In the event that a Third Party Conflict exists for some but not all uses for a particular Known By-Product, the Third Party Conflict shall only apply to these limited uses.

(ii) As used in this Section, a "**Potential Third Party Conflict**" is a conflict between (a) a proposed grant of a non-exclusive license to the Company under Section 2.A(i)(d) with respect to any potential Known By-Product or Known By-Product, and (b) any arrangement that AMYRIS is negotiating in good faith with a Third Party pursuant to a written term sheet in which AMYRIS has offered to grant an exclusive license or other exclusive commercial rights (e.g. non competition) with regard to any such By-Products for one or more uses, and timely notified the Company pursuant to Section 2.H(iii) below, provided that such term sheet (whether or not binding) either (x) precludes designating such By-Product as a Known By-Product or (y) specifically excludes one or more uses from the Company's non-exclusive license for such Known By-Product(s) (including the making of a particular Known By-Product from a non-conflicting By-Product and using such Known By-product for one or more specific excluded uses). If there is a Potential Third Party Conflict, the applicable By-Product shall not be designated as a Known By-Product (or in the case of a Known By-Product as of the Effective Date, shall be suspended unless and until the first to occur of: (a) AMYRIS ceases such negotiations, or (b) AMYRIS has not completed such negotiations with the Third Party with which it was negotiating as of the date of AMYRIS' notice of the Potential Third Party Conflict within twelve (12) months after such receipt or delivery of notice (the "**Negotiation Period**"). If AMYRIS timely concludes such negotiations and enters a definitive agreement with such Third Party, then the Potential Third Party Conflict with respect such agreement would become a Third Party Conflict. In the event that a Third Party Conflict exists for some but not all uses for a particular Known By Product, the Third Party Conflict shall only apply to these limited uses.

(iii) Within three (3) weeks after the Effective Date, AMYRIS shall notify the Company of all Third Party Conflicts with respect to the Known By-Products identified as of the Effective Date and Total, on the behalf of the Company, may, at its election, initiate the verification process as provided for in Section 2.H.(vii). With respect to Known By-Products identified as of the Effective Date, AMYRIS shall not enter into any term sheet that would conflict with the rights granted to the Company hereunder and/or any exclusive agreement with any Third Party after the Effective Date.

(iv) During the Term of this Agreement, if (x) AMYRIS in the course of performing the Biofene Development Project or (y) the Company identifies any By-Products that are not then Known By-Products, it shall notify the other Party in writing and identify such By-Product (by chemical structure, if possible, and if not, by some other unambiguous manner of characterization) and prevalence relative to the JV Jet Product. Upon receipt of such notice, such By-Product shall be designated as a Known By-Product (and listed on Exhibit E) unless, within forty-five (45) days of AMYRIS' receipt or delivery of such notice, AMYRIS notifies the Company of a Third Party Conflict(s) with respect to such By-Product that prevents such By-Product from being designated as a Known By-Product, in which case such By-Product will not be designated as a Known By-Product, except as otherwise provided in this Section 2.H.

(v) If AMYRIS fails to identify a Third Party Conflict or Potential Third Party Conflict within the applicable time frame set forth above, with respect to (a) a particular potential Known By-Product, then such potential Known By-Product shall be a Known By-Product and automatically be listed on Exhibit E hereto, and (b) a Known By-Product, then any such unidentified Third Party Conflict shall not limit the Company's non-exclusive license hereunder with regard thereto.

(vi) If at any time a Potential Third Party Conflict and/or a Third Party Conflict, as applicable, that previously existed has, in part or in whole, been reduced or eliminated for one or more Known By-Products or for any By-Product denied designation as a Known By-Product, AMYRIS will within thirty (30) days notify the Company in writing, identifying for each By-Product all remaining limitations on such use, and the list of Third Party Conflict(s) will, with regard to such affected By-Products, be automatically modified accordingly.

(vii) In the event that Company desires verification of the scope or applicability of any Third Party Conflict with respect to any particular Known By-Product or By-Product denied designation as a Known By-Product, then on or after receipt of notice of the applicable Third Party Conflict, the Company shall notify AMYRIS in writing, and AMYRIS shall make available a copy of all terms of the agreement(s) entered by AMYRIS with Third Parties, which terms give rise to the Third Party Conflict(s) at issue, and any ancillary provisions necessary to fully interpret such Third Party Conflict(s), to a mutually acceptable, conflict-free attorney practicing in the United States at a nationally recognized law firm and who has an college or advanced degree in chemistry for the sole purpose of determining whether AMYRIS has accurately described the scope or applicability of the license grant or other restrictions that comprise the Third Party Conflict(s) with regard to the applicable Known By-Product or By-Product denied designation as a Known By-Product so that the Company can be informed of the information described in the following sentence. Subject to obligations of confidentiality to AMYRIS, such attorney may disclose to the Company, with respect to any particular Known By-Product or By-Product denied designation as a Known By-Product, the scope of the license(s) and applicable restrictions (including, the uses, geographies and time periods) comprising the Third Party Conflict under the applicable Third Party agreement, but not the provisions themselves. The costs of any such determination shall be borne by the Company (or its designee).

(viii) In the event that there are limits on the ability of the Company to commercialize a particular Known By-Product or By-Product denied designation as a Known By-Product due to Third Party agreements previously entered by AMYRIS, at the request of the Company, AMYRIS and the Company shall discuss in good faith structures and, if possible, terms for the commercialization of such Known By-Product or By-Product denied designation as a Known By-Product, consistent with AMYRIS' existing obligations to Third Parties.

I. License to AMYRIS. Subject to the terms of this Section 2.I, Company hereby grants to AMYRIS a non-exclusive, worldwide, sublicenable, fully-paid up, royalty-free right and license under the Company Independent Strain Engineering Patents to develop Strains to Make and Sell isoprenoids except farnesene for use in or as JV Jet

Products; however, the license with respect to Diesel Products (as defined in the EU Diesel Fuel License Agreement) shall be subject to the limitations in Section 2.A(iii) of the EU Diesel Fuel License Agreement. The license granted to AMYRIS herein may not be terminated other than as specified in this Section. In the case of a material breach (but only in the case of a material breach) of the relevant license, Company shall have the right to terminate the license in accordance with the following. If Company believes any such breach by AMYRIS has occurred, Company shall within thirty (30) days provide written notice to AMYRIS describing the specific alleged material breach. If a material breach is not cured within sixty (60) days of AMYRIS's receipt of such notice, then Company may terminate the applicable license with further written notice to AMYRIS (A) immediately at the end of such sixty (60) day period, if AMYRIS has not contested the allegation, or (B) if AMYRIS has contested such allegation, only upon a final written determination, if any, of an arbitrator in a proceeding subject to Section 8.B that an uncured material breach has occurred. For clarity, in the case of any dispute between the Parties as to whether any uncured material breach has occurred that would permit Company to terminate the license, no notice of termination may be given and no such termination shall be effective until the final resolution of a dispute resolution proceeding conducted pursuant to Section 8.B, and such license may only be terminated if the arbitrator finally determines an uncured material breach has occurred. For purposes of determining whether a material breach that would trigger a right of termination under Section has occurred, any Affiliate of AMYRIS shall be treated as if it was AMYRIS.

In the event that any subcontractor or sublicensee of AMYRIS violates this Section, then such violation may provide a basis for a material breach and termination of this license, but only if AMYRIS fails to use commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with such subcontractor or sublicensee and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity. Unless terminated as set forth in this Section, the foregoing license shall remain in effect after a termination of this Agreement by AMYRIS under Section 7.C. Each agreement in which AMYRIS grants a sublicense under, or authorizes a subcontractor to practice, any Company Independent Strain Engineering Patents shall require such subcontactor or sublicensee to agree that Company shall be an intended third party beneficiary of such agreement with a right to directly enforce against the sublicensee or subcontractor any uncured material breach of such agreement, to the extent that (1) such a breach relates to a breach of the scope of the sublicense under the Company Independent Strain Engineering Patents and (2) AMYRIS fails to act reasonably to remedy any such breach. In all cases, Company shall have the rights to seek any remedies available at law or in equity for any breach.

J. Consequences of Amyris Competitor Control of the Company. Except in the case of an assignment of the Agreement to an AMYRIS Competitor that is an Affiliate of TOTAL in compliance with Section 9.E, if an AMYRIS Competitor owns, directly or indirectly, the majority of the Voting Shares of the Company, then as of the effective date of the acquisition of such majority of Voting Shares of the Company (the " **Transition Date**"), the licenses granted to the Company with respect to (a) AMYRIS Licensed IP, including any AMYRIS Farnesene Production IP, and (b) any Strain Improvement Technology, shall not include Inventions first made or generated after the Transition Date,

or intellectual property rights relating to such Inventions (collectively, the "**Excluded Inventions**"). In addition, except in the case of an assignment of the Agreement to an AMYRIS Competitor that is an Affiliate of TOTAL in compliance with Section 9.E, notwithstanding anything herein, the Company shall have no rights, and AMYRIS shall have no obligations, hereunder with respect to any Excluded Inventions.

ARTICLE 3. OWNERSHIP AND PATENT MATTERS

A. Ownership.

(i) Biofene Development Project Inventions. Company acknowledges that the intellectual property ownership provisions in the Collaboration Agreement establish the ownership of Inventions developed, conceived, or reduced to practice in whole or in part by AMYRIS and/or TOTAL in the performance of the Biofene Development Project or the Collaboration Agreement. Other than the licenses granted herein, the Company acknowledges and agrees that it has no, and shall not acquire any, ownership of or other rights to any Inventions developed, conceived, or reduced to practice in whole and/or in part by AMYRIS and/or TOTAL in the performance of the Biofene Development Project or under the Collaboration Agreement.

(ii) Company Inventions. Unless otherwise agreed in writing by the Parties, the Company shall be the sole owner of any Inventions that are conceived and reduced to practice by the Company or its Affiliates, subcontractors, or Sublicensees, including any conceived and reduced to practice by the Company or its Affiliates, subcontractors, or Sublicensees in the practice of the licenses in Section 2.A(i), and any such intellectual property shall not be Collaboration IP (as defined in the Collaboration Agreement). For clarity, notwithstanding the license from the Company under Section 2.I, Amyris (and its Affiliates and sublicensees of such license) shall not by virtue of such license be considered as Sublicensee(s) of the Company.

(iii) Assignment. In furtherance of the provisions of Section 3.A(i) above, Company hereby assigns, without further consideration, (a) to AMYRIS, all right, title and interest that Company may have from time to time (other than by virtue of the license grants in Section 2 above) in any intellectual property that the Collaboration Agreement allocates sole ownership to AMYRIS, and (b) to AMYRIS and TOTAL, jointly all right, title and interest that Company may have from time to time (other than by virtue of the license grants in Section 2 above) in any intellectual property that the Collaboration Agreement allocates joint ownership to AMYRIS and TOTAL. With respect to Inventions that are the subject of Section 3.A(i) above, each Party agrees, at the request and expense of the requesting Party, to execute all documents and take all actions reasonably requested by the other Party from time to time to perfect title to and the ownership interest of the requesting Party in a manner consistent with the allocation of ownership set forth in Section 3.A(i).

B. Prosecution and Maintenance of Patents.

(i) Collaboration Agreement. Company agrees that with respect to the Inventions deemed to be Collaboration IP pursuant to 3.A(i) above, the patent prosecution and maintenance provisions of Section 6.8 of the Collaboration Agreement apply with respect to any Patents filed with respect thereto.

(ii) Patent Maintenance. AMYRIS shall comply with the terms of Section 4.D(i) below.

(iii) Company-Owned Patents. Company shall at its discretion and expense, conduct and be responsible for the prosecution and maintenance of patent applications it files with respect to Inventions owned by it pursuant to Section 3.A(ii) above.

C. Information Rights.

(i) Status Reports. Following execution of a common interest agreement contemplated in Section 3.F, AMYRIS shall provide to the Company at least quarterly, or on such other schedule as the Parties may agree, a status report on the prosecution and maintenance of patent applications and patents within the AMYRIS Licensed IP. In addition, AMYRIS shall provide Company with periodic updates regarding Inventions (including intellectual property) generated in connection with the Biofene Development Project and/or that specifically relate to JV Jet Products, decisions to file (or not file) patent applications with respect to such Inventions, and the status of any patent applications filed with respect to such Inventions.

(ii) Review Rights. To allow the Company to be informed with respect to AMYRIS Licensed IP licensed to Company under this Agreement, Company shall have the right, on reasonable notice, to inspect and review the following records maintained by AMYRIS relating to the information contained in those certain Biofene Development Project weekly reports and quarterly reports provided under the Collaboration Agreement and the associated documentation forming the basis of such reports, including at least, standard operating protocols, procedures, batch records, reports regarding deviations, laboratory notes, bioinformatic and genomic data, detailed fermentation performance data in the laboratory, pilot plant or manufacturing runs, in each case, solely to the extent necessary (or in the case of the AMYRIS Farnesene Production IP included therein, materially useful) for Company (or its sublicensees or Subcontractors) to exercise its rights or perform its obligations under this Agreement and, for clarity, provided that AMYRIS shall not be required to create any documents not already in existence for the sole purpose of complying with this clause 3.C(ii).

D. Patent Enforcement.

(i) Notice. Each of AMYRIS and Company shall promptly notify the other in writing of any existing or threatened infringement or misappropriation by any Third Party of any AMYRIS Licensed IP licensed to Company under this Agreement, which infringement or misappropriation could reasonably be expected to have a material

adverse effect on the ability of the Company or its designees to Make and/or Sell one or more JV Jet Products ("**Infringement**") of which it becomes aware, and upon reasonable request (and subject to an applicable common interest agreement) shall provide all evidence in its possession demonstrating such Infringement (other than information that such Party is prevented from disclosing due to confidentiality or other similar obligations).

(ii) Collaboration Agreement. Company agrees that the patent enforcement provisions of Section 7.2 of the Collaboration Agreement shall govern any intellectual property that is the subject thereof and agrees to be bound by such provisions, except as expressly provided below.

(a) AMYRIS. AMYRIS shall have the first right (but not the obligation) to enforce any issued Patent(s) within the AMYRIS Licensed IP claiming the use of any JV Jet Product(s) in the Field, including without limitation (1) US Patent No. 7,399,323 and/or US Patent No. 7,846,222 (and any foreign equivalents), and/or (2) any issued Patent that is within the AMYRIS Licensed IP and comprises Collaboration IP developed by or on behalf of Company, in each case, against any Third Party infringement (including any declaratory judgment with respect to Third Party non-infringement) that would adversely affect the business of Company relating to JV Jet Products in the Field and to conduct the defense in connection with any such action. At the request of AMYRIS or Company, Company and AMYRIS shall discuss means to cease any such infringement. If AMYRIS fails to commence a proceeding to cease any such infringement within one hundred twenty (120) days of becoming aware of such an infringement, Company shall have the right to commence and control proceedings to cease any such infringement. In each case, the enforcing Party may retain any damages recovered in any such proceeding. In any enforcement proceeding that is the subject of this Section 3.D(ii)(a), Company (and its Affiliates and sublicensees) or AMYRIS, as the case may be, shall join in any such proceeding, at the enforcing Party's request or if required by applicable law, in each case at the enforcing Party's expense. In a case in which Company is enforcing under this Section 3.D(ii)(a), AMYRIS and Company shall seek to develop a litigation strategy that will cease the infringement while limiting any adverse impact on the other businesses of AMYRIS or any of its Affiliates or licensees.

(b) Company. For any Patents or other intellectual property owned by Company, Company shall have the sole right, at its expense, to enforce and defend such Patents or other intellectual property (including without limitation, any declaratory judgment actions) and to retain any recovery.

(c) Cooperation. In connection with any claim, suit or proceeding subject to this Section 3.D (including per Section 7.2 of the Collaboration Agreement), the Parties shall cooperate with each other (in the case of enforcement by Company, at the expense of Company) and shall keep each other reasonably informed of all material developments in connection with any such claim, suit or proceeding.

(d) Settlement. In connection with any claim, suit or proceeding subject to this Section 3.D(ii), neither Party shall enter into any settlement agreement with any Third Party that would conflict with rights granted to the other Party under this

Agreement, or impose any obligations on such other Party (beyond those already included herein), without the prior written consent of such affected Party, which consent shall not be unreasonably withheld.

E. Infringement of Third Party Rights.

(i) If a JV Jet Product becomes the subject of a claim or assertion of infringement of a Third Party Patent granted in any jurisdiction, the Party first learning of such claim or assertion shall promptly notify the other Party in writing, and shall provide all information relating thereto (other than information that such Party is prevented from disclosing due to confidentiality or other similar obligations).

(ii) In the event of such a Third Party claim of infringement, any Party that is the subject of such claim or assertion under this Section 3.E may defend itself in its sole discretion and at its sole expense; provided, however, that (a) the Party that is the indemnifying Party with respect to such claim pursuant to the terms of Section 5 or (b) the Party designated in writing by the Parties may control the conduct of any proceeding and in such case the procedures set forth in Section 5.A shall govern the defense of such action. In any such case, the Indemnified Party shall cooperate with the Indemnifying Party with such defense; provided, if there is a conflict of interest between the Parties, the Indemnified Party shall be entitled to be represented by separate counsel at the Indemnifying Party's expense. In a case in which Company is defending an action under this Section 3.E(ii)(b), AMYRIS and Company shall seek to develop a litigation strategy to defend the claim while limiting any adverse impact on the other businesses of AMYRIS or any of its Affiliates or other licensees.

(iii) In connection with any such claim of infringement, Company and AMYRIS shall cooperate in the defense of any such action at the request and expense of the Party controlling such action, unless there is a material conflict of interest that would prevent such cooperation.

(iv) In connection with any claim, suit or proceeding that is the subject of this Section 3.E, neither Party shall enter into any settlement agreement with any Third Party that would conflict with rights granted to the other Party under this Agreement, or impose any obligations on such other Party (beyond those already included herein), without the prior written consent of such affected Party, which consent shall not be unreasonably withheld.

F. Common Interest Disclosures and Agreement. With regard to any information, materials or opinions disclosed relating to the freedom to operate under the licenses granted hereunder, which information, materials or opinions are regarding intellectual property or technology owned by Third Parties that may affect the conduct of Company and the activities contemplated by this Agreement, the Parties agree that they have a common legal interest in determining whether, and to what extent, such Third Party intellectual property rights may affect the conduct of Company and the activities contemplated by this Agreement, and have a further common legal interest in defending against any actual or prospective Third Party claims based on allegations of misuse or

infringement of intellectual property rights relating to Company. All such information, materials and opinions will be treated if applicable as protected by the attorney-client privilege, the work product privilege, and any other privilege or immunity from discovery that may otherwise be applicable. By sharing any such information, materials or opinions, neither Party intends to waive or limit any privilege or immunity from discovery that may apply to the shared information and materials. Neither Party shall have the authority to waive any privilege or immunity on behalf of the other Party without such other Party's prior written consent, nor shall the waiver of privilege or immunity resulting from the conduct of one Party be deemed to apply against the other Party. In addition, with regard to (i) the prosecution of Patents for intellectual property developed, conceived, or reduced to practice by or on behalf the Company and governed by the Collaboration Agreement and (ii) other relevant matters, the Parties shall enter into (with TOTAL) a reasonable common interest agreement, with the consent to the terms not to be unreasonably withheld.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Mutual Representations and Warranties. Company hereby makes the following representations and warranties to AMYRIS, and AMYRIS hereby makes the following representations and warranties to Company, in each case as of the Effective Date:

(i) It is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized. It has all requisite corporate power and authority to own its respective properties and to carry on its respective business as conducted as of the date of this Agreement and as proposed to be conducted. It has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(ii) All corporate action on the part of it, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, has been taken or shall be taken prior to the date of this Agreement, and this Agreement, when executed and delivered by it, shall constitute a valid and legally binding obligation of it, enforceable against it in accordance with its terms except to the extent that (a) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights generally and (b) the remedy of specific performance or injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(iii) The execution, delivery and performance of this Agreement (with or without the giving of notice, the lapse of time or both) and the consummation of the transactions contemplated hereby, (a) do not require the consent of any Third Party; (b) do not conflict with, result in a breach of, or constitute a default under, its organizational documents or any other material contract or agreement to which it is a party or by which it may be bound or affected; and (c) do not violate in any material respect any provision of applicable law or any order, injunction, judgment or decree of any Governmental Entity by which it may be bound, or require any regulatory filings or other actions to comply with the requirements of applicable law, except to the extent that either Party is required to file any

notification pursuant to applicable anti-trust or competition laws. It is not a party to, nor is it bound by, any agreement or commitment that prohibits the execution and delivery of this Agreement.

(iv) No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it are pending or threatened, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

(v) There is no action, suit, proceeding or investigation pending or threatened against it which questions the validity of this Agreement. It is not in violation of any applicable law in respect of the conduct of its business or the ownership of its properties which violation would have a material adverse effect on its business or the ownership of its properties, and it shall undertake its obligations hereunder in accordance in all material respects with applicable law.

B. Covenants of Company. During the Term:

(i) Company and its Affiliates shall have valid arrangements with all of its Subcontractors, consultants and employees that are enforceable in accordance with its terms, except as enforcement may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally, and are sufficient to assign all of their rights, title and interest in and to all Inventions or other technology or intellectual property developed or created by them in connection with this Agreement to Company or its Affiliates, as applicable, in order to effect the ownership principles set forth in Section 3.A.

(ii) Company shall not enter into any agreement, contract, lease, license, instrument or other arrangement with a Third Party that results in a breach of or constitutes a default under this Agreement.

(iii) Company and its Affiliates, Subcontractors, and sublicensees shall not (a) exercise the licenses granted in Section 2.A outside the Field or (b) knowingly sell JV Jet Products to customers for use outside the Field.

(iv) Company shall not, and shall use reasonable efforts to ensure that its Affiliates, Subcontractors, sublicensees and customers do not, use or sell any JV Jet Product for any use outside the Field.

C. Representations and Warranties of AMYRIS. AMYRIS represents and warrants, as of the Effective Date, that:

(i) AMYRIS and/or its Affiliates (a) owns and possesses sufficient right, title and interest in the AMYRIS Licensed IP to grant the rights granted herein, (b) has a valid and enforceable written license to the AMYRIS Licensed IP that includes the right to sublicense to the extent of the licenses granted herein and/or (c) has obtained all necessary consents of any Third Party required, for AMYRIS and/or any of its Affiliates to

grant the licenses and sublicenses to Company with respect to the AMYRIS Licensed IP granted herein.

(ii) The non-financial terms of this Agreement are no less favorable than those licenses that AMYRIS grants to other partners for the Manufacture of farnesene and/or farnesane.

(iii) AMYRIS has provided to Company an accurate and complete list of all existing agreements between AMYRIS (and/or its Affiliates) and Third Parties that provide to AMYRIS (and/or its Affiliates) licenses or other rights to AMYRIS Licensed IP that AMYRIS believes may be necessary for the practice of the AMYRIS Licensed IP by the Company with respect to the JV Jet Products under the licenses granted in Section 2.A(i)(a) and (c), and has disclosed to the Company all terms in such agreements that would impose any obligations on Company beyond those set forth in this Agreement.

(iv) The AMYRIS Licensed IP is subject to no Liens and/or other restrictions and/or limitations, in each case which would prevent the grant to Company of the licenses set forth herein on the terms and conditions set forth herein, and neither AMYRIS nor any of its Affiliates has granted any Third Party any rights under the AMYRIS Licensed IP or the Strain Improvement Technology in the Field that would conflict with the licenses granted to the Company herein.

(v) Neither AMYRIS nor any of its Affiliates is in material breach of any of its agreements with Third Parties and no Third Party has notified AMYRIS and/or any of its Affiliates of any material breach of such Third Party Agreement(s), in each case that remains uncured and which would result in a material adverse effect on the ability of AMYRIS and/or its Affiliates to perform its obligations hereunder. AMYRIS and/or its Affiliates have not received written notice from any licensor under a Third Party Agreement purporting to terminate, and/or restrict the scope of, AMYRIS' rights under such Third Party Agreement by reason of any action and/or omission of AMYRIS and/or its Affiliates.

(vi) Except as provided by AMYRIS to TOTAL prior to the Effective Date, AMYRIS and its Affiliates (a) have not received any communications alleging that any use of the AMYRIS Licensed IP by AMYRIS or any of its Affiliates has violated, infringed or misappropriated or would violate, infringe or misappropriate any of the intellectual property of any other person or entity and (b) has no Knowledge of any Third Party infringement, misappropriation or violation of any AMYRIS Licensed IP**.**

(vii) To its Knowledge, there are no pending or issued patent rights of any Third Party that foreclose practice of any AMYRIS Licensed IP for the following purposes: (a) to make farnesene using the Mevalonate Pathway or (b) to Make and Sell JV Jet Products.

(viii) Novvi, per Section 5.2 of the IP License Agreement, has (a) agreed that AMYRIS and/or its Affiliates solely and exclusively own the AMYRIS Biofene Manufacturing Technology and (b) has assigned exclusively to AMYRIS all rights, title, and interest in and to any and all inventions, discoveries, data and information, whether or

not copyrightable or patentable, conceived, reduced to practice, made, observed or developed (together with all intellectual property rights related thereto) by or on behalf of Novvi or its Affiliates or sublicensees, solely or jointly with others, or jointly by or on behalf of AMYRIS and Novvi (or their respective Affiliates, employees, sublicensees, contractors, or agents), in each case that are based upon, derived from, incorporating, in connection with, or related to the Amyris Biofene Manufacturing Technology. The "**AMYRIS Biofene Manufacturing Technology**" are patents and know-how that are controlled by AMYRIS and are necessary or reasonably useful for the development, making (and having made), offering for sale, sale, and importing of farnesene itself, including, but not limited to, Farnesene Strains and any patents and know-how related to the genetic engineering of such Farnesene Strains, the fermentation methods for making farnesene, the methods of recovery of farnesene from fermentation broth, the processes of isolating farnesene directly from fermentation broth, and the methods of purifying farnesene.

(ix) To its Knowledge: (a) there is no claim by any Person contesting the validity and/or enforceability of the Patents within the AMYRIS Licensed IP, and/or use and/or ownership of the AMYRIS Licensed IP, is currently outstanding and/or threatened, and (b) there is no pending (i.e., filed and/or requested) interference and/or litigation that involves any of the Patents within the AMYRIS Licensed IP licensed hereunder.

D. AMYRIS' Covenants. AMYRIS hereby covenants that during the Term:

(i) AMYRIS and its Affiliates shall timely pay all maintenance costs, annuity payments and similar fees due with respect to all Patents within the AMYRIS Licensed IP issued in the following countries: United States, Europe (in any country(ies) where any European Patent was validated), Brazil, Canada, China, India, and Japan. AMYRIS shall notify Company prior to abandoning any other issued Patents within the AMYRIS Licensed IP with respect to which Company has an enforcement right pursuant to Section 3.D and, subject to rights granted to TOTAL under the EU Diesel Fuel License Agreement, afford Company an opportunity to pay the maintenance fees and annuity payments associated with such Patents and if the Company makes such payments, AMYRIS and each of its Affiliates shall promptly assign to the Company its entire right, title and interest in such Patent. To the extent that AMYRIS has an obligation to assign a Patent to Company under this paragraph and also to assign the same Patent to TOTAL under the EU Diesel Fuel License Agreement, AMYRIS' obligations under the EU Diesel Fuel License Agreement shall take precedence. AMYRIS shall notify Company if any Patents within the AMYRIS Licensed IP become subject to an interference, reissue, or reexamination. In such event, if AMYRIS elects not to undertake commercially reasonable efforts to respond to such interference, reissue or re-examination and defend the claims at issue, then it shall notify Company and afford Company the right to respond thereto. Notwithstanding the foregoing, Company's rights with respect to prosecution under this clause (i) shall apply with respect to in-licensed AMYRIS Licensed IP only to the extent that AMYRIS has the right to afford the Company such rights, e.g., AMYRIS controls prosecution of the applicable patent applications or patent rights under the applicable license agreement. To the extent that AMYRIS has an obligation to allow Company to respond to an interference, reissue or re-examination under this paragraph and also to allow

TOTAL to respond to the same interference, reissue or re-examination under the EU Diesel Fuel License Agreement, Company agrees that AMYRIS' obligations under the EU Diesel Fuel License Agreement shall take precedence.

(ii) For so long as any Third Party Agreement is necessary or materially useful for Company to Make and Sell the JV Jet Products using a Commercial Farnesene Strain ("**Subject Third Party Agreement**"), (a) with respect to Subject Third Party Agreements that are necessary for Company to practice the licenses in Section 2.A(i)(a), (b), or (c), AMYRIS shall, and shall cause each of its Affiliates to, comply with all of its obligations under the Subject Third Party Agreements and will not terminate or amend such Subject Third Party Agreement in each case in any manner which diminishes the licenses to Company or increases any obligations of Company with respect to the AMYRIS Licensed IP that is subject to such Subject Third Party Agreement ("**Detriment**") without the consent of Company and (b) with respect to Subject Third Party Agreements that are materially useful for Company to practice the licenses in Section 2.A(i)(a), (b), or (c), AMYRIS shall provide advance written notice to Company in connection with terminating or amending such Subject Third Party Agreement that would result in a Detriment. In addition, AMYRIS will, and will cause each of its Affiliates to, notify Company promptly, if AMYRIS and/or any of its Affiliates receives notice, whether or not there is a cure period, from a Third Party that AMYRIS and/or any of its Affiliates and/or other licensees is in material breach of any such Subject Third Party Agreement if such material breach could result in a Detriment, and/or notice from any Third Party which purports to modify and/or terminate any such Subject Third Party Agreement in a manner that would cause a Detriment. AMYRIS will and will cause its Affiliates to take prompt and commercially reasonable steps to cure any such breach. AMYRIS acknowledges that any breach of such Subject Third Party Agreement(s) by AMYRIS and/or its Affiliates may result in damage to Company with respect to the subject AMYRIS Licensed IP, which may include loss of license rights to such AMYRIS Licensed IP and/or monetary damages. For any Subject Third Party Agreement entered into by AMYRIS after the Effective Date that satisfies the criteria above, AMYRIS agrees that it will use commercially reasonable efforts to obtain an agreement from the licensor that Company can continue with its sublicense if the license to AMYRIS under the applicable Subject Third Party Agreement is terminated, that Company may approach AMYRIS' licensors under the Subject Third Party Agreements for the limited purpose of obtaining an agreement from such a licensor that Company can continue with it sublicense if the license to AMYRIS under the applicable Subject Third Party Agreement is terminated, and AMYRIS agrees that it shall facilitate such contact, on Company's request, and AMYRIS will not object to such an agreement.

(iii) AMYRIS shall not enter into any agreement, contract, lease, license, instrument or other arrangement with a Third Party that results in a breach of or constitutes a default under this Agreement or that would conflict with the licenses and rights granted to the Company hereunder.

(iv) No member of the AMYRIS Family other than a Third Party Acquirer shall commercialize, or grant any Third Party any rights to commercialize, any isoprenoid or isoprenoid-derived compound for a Jet Product or otherwise conduct or authorize any activity in conflict with the licenses granted in Section 2, provided that the

exercise of its retained rights hereunder as set forth in Section 2.A(iv) above shall not be construed as a violation of this clause (iv).

(v) Company shall not be obligated to pay to AMYRIS any fees of any type (including royalties, milestones, maintenance, sublicense, etc.) beyond any amounts due under Section 2.A(iii) or (vii) or Section 2.B for its use, license, sublicense and/or any other commercial exploitation of the licenses granted Company herein with respect to the AMYRIS Licensed IP.

(vi) AMYRIS shall promptly inform Company if AMYRIS and/or any of its Affiliates becomes aware of any action, suit, investigation and/or proceeding pending and/or threatened before any arbitrator and/or any governmental authority, in each case, to which AMYRIS or any of its Affiliates is a party, which could reasonably be expected to have a material adverse effect on the ability of Company and/or any of its Affiliates to practice any of the rights granted Company in this Agreement.

(vii) Until the expiration or termination of the Collaboration Agreement, AMYRIS shall not, without prior notice to Company, enter into any grant or contract that may provide any government or non-for profit entity any rights (e.g., rights provided to the U.S. Government under 35 U.S. 200 et seq. or any similar provisions of foreign law) to any patent application or patents resulting from work done in connection with such grant or contract that would be materially useful in connection with the conduct of the Biofene Development Project or to Manufacture farnesene to make JV Jet Products or to Make and Sell JV Jet Products.

(viii) AMYRIS shall not, and shall not permit any Affiliate to, create, incur, assume or permit to exist any Lien on any Invention within the AMYRIS Licensed IP owned by AMYRIS or its Affiliates as of the Effective Date or hereafter acquired; provided, however, that AMYRIS and its Affiliates shall not be precluded by this clause

(viii) from granting licenses to its Affiliates and Third Parties under the AMYRIS Licensed IP, provided that such licenses do not conflict with the licenses and other rights granted to the Company hereunder. For clarity, nothing in this clause (viii) shall restrict the granting by AMYRIS of (a) licenses with respect to products other than JV Jet Products, (b) licenses outside the Field or (c) licenses within the scope of AMYRIS' retained rights under Section 2.A(iv).

(ix) AMYRIS shall not, and shall not permit any Affiliate to, use any Known By-Product to Make or Sell any JV Jet Product except in connection with the Brazil Jet Business.

(x) AMYRIS shall not amend the terms of the IP License Agreement with regard to its prohibition on Novvi's sale of its by-products for use as jet fuel (the "**Novvi By-Product Restriction**"), without the express prior written consent of the Company.

(xi) In the event that the Company or AMYRIS become aware that Novvi has breached the Novvi By-Product Restriction, it shall notify the other providing detailed information. In the event that Novvi breaches the Novvi By-Product Restriction, AMYRIS, upon Company's written request, agrees to use its best efforts to enforce the Novvi By

Product Restriction against Novvi including, if necessary, promptly commencing legal action against Novvi to cease such breach and recover damages for such breach.

(xii) AMYRIS shall not, and shall not assist (by joining as a party or otherwise) any Third Party to, commence or conduct any legal action against the Company or its sublicensees or Subcontractors for the production of any By-Products in compliance with the terms of this Agreement.

E. Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE 4, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCT OR PROCESS, OR AS TO THE VALIDITY OR SCOPE OF ANY OF INTELLECTUAL PROPERTY OR THAT THE PRACTICE OF ANY OF INTELLECTUAL PROPERTY WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY OR TOTAL OR ANY OF ITS AFFILIATES.

ARTICLE 5. INDEMNITY; LIMITATION OF LIABILITY

A. Indemnification.

(i) Indemnification by Company. Company shall defend, indemnify, and hold AMYRIS and AMYRIS' officers, directors, employees, and agents (the "**AMYRIS Indemnitees**") harmless from and against any and all damages, liabilities, judgments, recoveries, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), resulting from any claims, suits, actions or proceedings of any Third Party (collectively, "**Claims**") to the extent that such Claims arise out of, are based on, or result from (a) a breach of any of Company's representations, warranties, covenants and/or obligations under this Agreement; (b) the willful misconduct or grossly negligent acts of Company or its Affiliates, or the officers, directors, employees, or agents of Company or its Affiliates in connection with its activities under this Agreement; or (c) the exercise by Company of the licenses granted hereunder (excluding claims for infringement and misappropriation of a Third Party's intellectual property for which AMYRIS is obligated to indemnify Company pursuant to Section 5(A)(ii)(b) below); in each case except to the extent such Claims arise out of, are based on, or result from (x) a breach by AMYRIS of any of AMYRIS' representations, warranties, covenants and/or obligations under this Agreement; or (y) the willful misconduct or grossly negligent acts of AMYRIS, its Affiliates, or the officers, directors, employees, or agents of AMYRIS or its Affiliates.

(ii) Indemnification by AMYRIS. AMYRIS shall defend, indemnify, and hold Company and its Affiliates and each of their officers, directors, employees, and agents (the "**Company Indemnitees**") harmless from and against any and all damages, liabilities, judgments, recoveries, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), resulting from any Claims (as defined in Section 5.A(i) above) to the extent that (A) such Claims arise out of, are based on, or result from (a) a breach of any of AMYRIS' representations, warranties, covenants and/or obligations under

this Agreement, (b) any manufacture by the Company of farnesene that allegedly has infringed or misappropriated a Third Party's intellectual property, but only to the extent such alleged infringement or misappropriation is directly attributable to Company's adherence to AMYRIS' then approved farnesene manufacturing process (as provided in the Successful Commercial Transfer) licensed from AMYRIS as part of the AMYRIS Licensed IP and not to any deviation or modification from such process made by or on behalf of Company other than a deviation or modification made by Company at the written direction of AMYRIS, (c) the willful misconduct or grossly negligent acts of AMYRIS, its Affiliates, or the officers, directors, employees, or agents of AMYRIS or its Affiliates or (B) such Claims (a) are Patent infringement claims brought by Novvi against the Company, (b) allege that one or more of the JV Jet Products infringes one or more Patents owned by Novvi and (c) are based on Inventions conceived and reduced to practice by Novvi; in each case ((A) and (B)), except to the extent such Claims arise out of, are based on, or result from (x) a breach by Company of any of Company's representations, warranties, covenants and/or obligations under this Agreement; or (y) the willful misconduct or grossly negligent acts of Company and its Affiliates or the officers, directors, employees, or agents of Company or its Affiliates.

(iii) Indemnification Procedures. In the event that a Party claiming indemnity under this Section 5.A (the "**Indemnified Party**") becomes aware of any Claim for which it seeks indemnification from the other Party (the "**Indemnifying Party**"), the Indemnified Party shall: (a) reasonably promptly notify Indemnifying Party thereof, in no event later than ten (10) business days after the Indemnified Party becomes aware of such Claim (provided that failure to provide such notice will not release the Indemnifying Party from any of its indemnity obligations hereunder except to the extent that such failure increases the Indemnifying Party's indemnity obligation); (b) permit the Indemnifying Party to assume control of the defense or settlement of the Claim; (c) at the Indemnifying Party's expense, provide the Indemnifying Party with reasonable cooperation in the defense or settlement thereof; and (d) not settle any such claim without the Indemnifying Party's written consent, not to be unreasonably withheld. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense. If the Indemnifying Party does not assume and conduct the defense of the claim as provided above, (x) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (y) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Section 5.A.

B. Insurance. Prior to the commencement of its operational activities, Company shall acquire, and thereafter maintain, product liability insurance and general commercial liability insurance, to the extent, in amounts and from carriers with quality ratings not lower than industry standards for a similarly situated company, during the Term and thereafter for so long as Company is exercising its license rights granted hereunder and including with respect to Company's facilities used in conducting such activities. Company shall provide to AMYRIS a certificate of insurance evidencing such coverage upon request.

C. Limitation of Liability. EXCEPT IN CIRCUMSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY A PARTY OR ITS AFFILIATES OR WITH RESPECT TO A BREACH OF ARTICLE 6, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE GRANTED HEREUNDER. FOR CLARITY, ANY DAMAGES FINALLY AND ACTUALLY SUFFERED BY AN INDEMNIFIED PARTY (WHETHER BY A FINAL JUDGMENT OF A COURT OF LAW OR THROUGH A SETTLEMENT) ARISING OUT OF A CLAIM FOR WHICH THE INDEMNIFIED PARTY IS INDEMNIFIABLE UNDER THIS ARTICLE 5 SHALL BE DEEMED DIRECT DAMAGES FOR PURPOSE OF THIS SECTION 5.C. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY PUNITIVE DAMAGES HEREUNDER.

ARTICLE 6. CONFIDENTIALITY

A. Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise provided herein or agreed in writing by the Parties, during the Term and for two (2) years thereafter, each Party shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as permitted in this Agreement, the Collaboration Agreement, the Company Articles of Association, or the Company Shareholders' Agreement, any Inventions or other confidential information, including any information relating to any Strain, disclosed to it by the other Party or its Affiliates pursuant to this Agreement (collectively, "**Confidential Information**" of the disclosing Party). Each Party shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own, but in no event less than reasonable care, to ensure that its and its Affiliates' and sublicensees' employees, previous employees, agents, consultants, Subcontractors, and other representatives do not disclose or make any unauthorized use of the Confidential Information of the other Party. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information. The terms and conditions of this Agreement (but not the existence hereof) shall be the Confidential Information of both Parties. Any Confidential Information disclosed hereunder shall be the Confidential Information of the disclosing Party. The receiving Party is permitted to use such Confidential Information only to the extent permitted in this Agreement, the Collaboration Agreement, the Company Articles of Association, or the Company Shareholders' Agreement. Any Inventions owned by AMYRIS under this Agreement (including by reference to the Collaboration Agreement in Section 3.A above) shall constitute Confidential Information of AMYRIS.

B. Exceptions. The obligations of non-disclosure and non-use under Section 6.A shall not apply to any Confidential Information of a disclosing Party if the receiving Party can prove by contemporaneous written documentation or otherwise reasonably demonstrate that such Confidential Information: (1) is at the time of receipt, or thereafter becomes, through no breach of this Agreement, the Collaboration Agreement, the Company Articles of Association, or the Company Shareholders' Agreement by the receiving Party, generally known or publicly available; (2) is known by the receiving Party at the time of

receiving such Confidential Information; (3) is hereafter furnished to the receiving Party by a Third Party, which is not, to the receiving Party's reasonable knowledge, in breach of any confidentiality obligation related to such information; (4) is independently discovered or developed (in the case of the Company, without the practice of the licenses granted hereunder or reference to the AMYRIS Licensed IP or the Confidential Information of AMYRIS, and without use of Confidential Information of AMYRIS under the Collaboration Agreement, the Company Articles of Association, or the Company Shareholders' Agreement and without violation of any agreement between AMYRIS and any of its Affiliates, on the one hand, and TOTAL or any of its Affiliates, on the other hand), (5) is the subject of a written permission to disclose provided by the disclosing Party; or (6) is disclosed pursuant to any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given, as soon as reasonably possible, to the disclosing Party so as to give the disclosing Party an opportunity to intervene and provided further that the receiving Party uses reasonable efforts to obtain assurance that the Confidential Information shall be treated confidentially. In addition, each Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary in the following instances:

(i) filing or prosecuting Patents as permitted by this Agreement (but such disclosure must comply with Section 6(C) below);

(ii) regulatory filings for products to which such Party has a license or a right to develop hereunder;

(iii) prosecuting or defending litigation as permitted by or relating to this Agreement;

(iv) otherwise required by law or the requirements of a national securities other similar regulatory body; provided that the receiving Party shall (a) provide the disclosing Party with reasonable advance notice of, and an opportunity to comment on, any such required disclosure, to the extent such advance notice is legally permitted, (b) if requested by the disclosing Party, and at the disclosing Party's expense, seek confidential treatment with respect to any such disclosure to the extent available, and (c) use good faith efforts to incorporate the comments of the disclosing Party in any such disclosure or request for confidential treatment;

(v) complying with applicable Legal Requirements or governmental requests;

(vi) disclosure to its Affiliates, licensees, sublicensees and Subcontractors and their respective representatives, who reasonably need to know such Confidential Information for the purpose of performing the obligations or exercising its license rights as described in this Agreement and internal reporting to its Affiliates, provided, in each case, each Party shall be responsible for ensuring that all such representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose the same to any unauthorized person; or

(vii) to underwriters or investors or potential investors or their counsel or accountants in connection with a Monetization (as defined in Section 13.6 of the Collaboration Agreement) or other investment transaction (and to its and their respective Affiliates, representatives and financing sources); provided, however, that each such Third Party to whom information is disclosed will (a) be subject to obligations of confidentiality substantially similar hereunder, (b) be informed of the confidential nature of the Confidential Information so disclosed, and (c) agree to hold such Confidential Information subject to the terms thereof; provided, that the disclosure rights shall not apply with respect to the other Party's intellectual property.

C. Public Disclosures of Technical Information. If Company seeks to publish any technical information relating to any Strain, the substance of which has not been previously approved by AMYRIS for publication or disclosure, Company shall first provide to AMYRIS the material proposed for disclosure or publication, such as by oral presentation, manuscript or abstract, and AMYRIS shall have the right to review and comment on all such material. Before any such material is submitted for publication, Company shall deliver a complete copy to AMYRIS at least sixty (60) days prior to submitting the material to a publisher or initiating any other disclosure. AMYRIS shall review any such material and give its comments to Company as soon as practicable, but no later than forty-five (45) days after delivery of such material to Company. Company shall not publish any such technical information, the substance of which has not been previously approved by AMYRIS for publication or disclosure, without AMYRIS' prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. For clarity, such consent is not required for disclosures relating to the JV Jet Products to the extent such disclosure does not comprise technical information relating to Strains.

D. Publicity and Disclosure of this Agreement. A Party that desires to make, or that is required to make pursuant to applicable laws or regulations, any press release or other public disclosure regarding the existence or terms of this Agreement (including the identity of the other Party to this Agreement) shall first consult with the other Party (to the extent such consultation does not violate applicable laws or regulations) with respect to the text and timing of such press release or other public disclosure and shall obtain the other Party's approval over the text and timing of such release and disclosure prior to the issuance or disclosure thereof (to the extent such approval does not violate applicable laws or regulations). Following the initial press release or other public disclosure announcing the existence or terms of this Agreement (if any), each Party shall be free to disclose, without the other Party's prior written consent, the existence of this Agreement, the identity of the other Party and those terms of this Agreement which have already been publicly disclosed in accordance herewith.

E. Residuals. Nothing in this Agreement shall restrict any employee or representative of a Party from using general ideas, concepts, practices, learning, or know-how relating to any activities conducted on behalf of the Company ("**General Know-How**") that are retained in the unaided memory of such employee or representative following performance of the Biofene Development Project and such employee or representative is not aware at the time of use that such information is Confidential Information of the other Party, provided that the foregoing is not intended to grant, and

shall not be deemed to grant (i) any right to disclose the Confidential Information of the other Party, or (ii) any license under any Patents of the other Party. The General Know-How shall in no event include any financial, business statistical, or personnel information specific to the other Party. A person's memory is "unaided" if such person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it otherwise than as authorized pursuant to this Agreement.

ARTICLE 7. TERM AND TERMINATION

A. Term. The term of this Agreement shall commence on the Effective Date and remain in effect for fifty (50) years (the "**Term**").

B. Consequence of Events. The Parties agree as follows:

(i) Buy-Out Closing. For clarity, this Agreement shall remain in full force and effect in the event of any Buy-Out Closing.

(ii) Change of Control of AMYRIS. For clarity, this Agreement shall remain in full force and effect in the event of any Change of Control of AMYRIS.

(iii) Termination of Collaboration Agreement. For clarity, the Parties agree that, regardless of any termination of the Collaboration Agreement, this Agreement shall remain in full force and effect according to its terms.

C. Termination of Agreement.

(i) The licenses granted to the Company herein shall be irrevocable (other than as specified in this Section 7.C), provided in the case of a material breach (but only in the case of a material breach) of the relevant license, AMYRIS shall have a right to terminate the applicable license in accordance with the following. If AMYRIS believes any such breach by the Company has occurred, AMYRIS shall within thirty (30) days provide written notice to Company describing the specific alleged material breach. If a material breach is not cured within ninety (90) days of the Company's receipt of such notice, then AMYRIS may terminate the applicable license with further written notice to Company (A) immediately at the end of such ninety (90) day period, if the Company has not contested the allegation, or (B) if the Company has contested such allegation, only upon a final written determination, if any, of an arbitrator in a proceeding subject to Section 8.B that an uncured material breach has occurred. For clarity, in the case of any dispute between the Parties as to whether any uncured material breach has occurred that would permit AMYRIS to terminate a license or this Agreement, no notice of termination may be given and no such termination shall be effective until the final resolution of a dispute resolution proceeding conducted pursuant to Section 8.B, and such licenses may only be terminated if the arbitrator finally determines an uncured material breach has occurred.

(ii) In the case of an uncured material breach of Section 2.E(i) or (ii) by the Company, then, except to the extent Section 7.C(iii) below applies, AMYRIS shall have the right to terminate the licenses granted in Section 2.A in their entirety in accordance with

the procedure described in Section 7.C(i) above, and in the case of such a license termination, this Agreement shall terminate concurrently.

(iii) In the case of any uncured material breach by the Company based on the use of any Intermediate Strain or any other Strain that is a genetic manipulation or modification of any Intermediate Strain (other than any Commercial Farnesene Strain(s)) outside the scope of the limited license in Section 2.A(i)(b), then in accordance with the procedure described in clause 7.C(i) above, AMYRIS shall have the right to terminate the license granted in Section 2.A(i)(b) and all other rights of Company permitting its development and use of Intermediate Strains, including Company's right to release of the Escrowed Materials relating to the Intermediate Strains) as described in clause (i) above but AMYRIS may not otherwise terminate any provision of this Agreement or this Agreement in its entirety.

(iv) For purposes of determining whether a material breach that would trigger a right of termination under Section 7.C has occurred, any Affiliate of the Company shall be treated as if it was the Company.

(v) Except as expressly provided in this Section 7.C(v), no acts or omissions of any Subcontractor or sublicensee of the Company shall be the basis of any termination of this Agreement. In the event that any Subcontractor or sublicensee of Company violates Section 2.E(i) or Section 2.E(ii)(a) or (b), then such violation may provide a basis for a material breach and termination of this Agreement under Section 7.C(ii) above, but only if the Company fails to use commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with such Subcontractor or sublicensee and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity. In the event that a sublicensee or Subcontractor of Company uses any Intermediate Strain in a manner that exceeds the scope of or violates the restrictions on the exercise of the license in Section 2.A(i)(b), then in accordance with the procedure described in Section 7.C(i) above, AMYRIS shall have the right to terminate the license in Section 2.A(i)(b) pursuant to Section 7.C(iii) and Company's related rights in respect of Intermediate Strains but only if the Company is not using commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with Affiliate, sublicensee or Subcontractor pertaining to the Intermediate Strain(s) and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity.

D. Conversion to Non-Exclusive License. In the event of the expiration of this Agreement at the end of the Term, the Company shall retain a perpetual, non-exclusive (subject to Section 2.A(iv)), royalty-free (subject to Section 2.A(iii) and (vii) and Section 2.B) right and license under the AMYRIS Licensed IP, in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to Make and Sell JV Jet Products within the Territory.

E. Effects of Termination.

1. Strains; Return or Destruction of Confidential Information. Except as provided in Section 7.D, upon expiration or termination of this Agreement and/or the

licenses granted herein, as applicable, Company shall immediately cease and cause its Affiliates, sublicensees and Subcontractors to cease use of any AMYRIS Licensed IP, Strain Improvement Technology and all Company Strains (or in the case of a termination under Section 7.C(iii), the Intermediate Strains and any Strains derived therefrom) and within ninety (90) days following a written request from the other Party, each receiving Party shall at the disclosing Party's discretion, promptly destroy or return to the disclosing Party (a) all written copies of the disclosing Party's Confidential Information that is marked confidential and (b) all biological materials (including all Company Strains), in each case (a) and (b) to which the receiving Party does not retain rights hereunder, except that the receiving Party may retain such Confidential Information or materials, to the extent that the receiving Party requires such Confidential Information or materials for the purpose of performing any obligations under this Agreement that may survive such expiration or termination, or with respect to Confidential Information only for archival purposes or for information contained in management reports.

2. Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement to the Company are, and will otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the United States Code (the "**Bankruptcy Code**"), licenses of rights to "intellectual property" as that term is defined in the Bankruptcy Code. Company, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. Upon the filing of a case by or against AMYRIS or any AMYRIS Affiliate (the " **Bankrupt Entity**"), including without limitation, AMYRIS Fuels LLC, AB Technologies LLC, and/or AMYRIS Brasil Ltda. (each of such Affiliates, a " **Co-Licensor**") under the Bankruptcy Code, then (a) Company shall be entitled to the fullest protections conferred upon licensees under Section 365(n) of the Bankruptcy Code, or any similar provision; (b) AMYRIS and each Co-Licensor shall perform all of its obligations under this Agreement; (c) the Bankrupt Entity shall immediately, without the need for any further request by Company, or notice or hearing, provide to Company a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property (which embodiments, throughout this Agreement, shall include without limitation, the Escrowed Materials), or any other information necessary or desirable for Company to utilize such intellectual property; and (d) AMYRIS and each Co-Licensor shall not interfere with the rights of Company as provided in this Agreement, or in any agreement supplementary to this Agreement, to such intellectual property (including such embodiment), including any right to obtain such intellectual property (and such embodiment) from another entity or person. To the extent AMYRIS and/or a Co-Licensor rejects this Agreement under the Bankruptcy Code and Company elects to retain its rights, (x) Company shall have the full rights provided to it under Section 365(n) of the Bankruptcy Code; (y) the waivers under Section 365(n)(2)(C) shall apply only to rights of setoff and administrative claims arising solely out of this Agreement, and not to any other agreements or instruments, including, without limitation, claims or rights arising out of agreements supplementary to this Agreement; and (z) the Bankrupt Entity shall, without need for notice or hearing, provide to Company any intellectual property (including such embodiment) held by AMYRIS and/or each Co-licensor and/or any other entity or person, and shall not interfere with the rights of Company as provided in this Agreement, or any agreement supplementary to this Agreement, to such intellectual property (including such

embodiment) including any right to obtain such intellectual property (and such embodiment) from another entity or person. For purposes of this Agreement, the term "embodiment" shall mean any and all materials required to be delivered by AMYRIS or a Co-Licensor to Company hereunder and any materials relating to the licenses granted hereunder which, in the course of dealing between the Parties under this Agreement, are customarily delivered, in whatever format (whether electronic, written or otherwise). All written agreements entered into relating to and in connection with the Parties' performance hereunder from time-to-time, shall be considered agreements "supplementary" to this Agreement for purposes of Section 365(n) of the Bankruptcy Code. AMYRIS and each Co-Licensor acknowledges and agrees that the rights of Company to such intellectual property (and such embodiments) are unique, and that to the extent AMYRIS or a Co-Licensor, or their respective trustees in bankruptcy, were to sell any portion of such intellectual property free and clear of liens, claims or interests, Company would suffer irreparable damages, such that AMYRIS and each Co-Licensor agrees that such sale shall not occur without Company's express written consent. For the avoidance of doubt, "intellectual property," as used in this Section 7.E.2, is limited to intellectual property included in the AMYRIS Licensed IP and the Strain Improvement Technology, and any tangible embodiments of such intellectual property, and includes all such intellectual property and tangible embodiments of such intellectual property (provided in the case of the Strain Improvement Technology, only to the extent, and for the uses and period, described in Section 2.A.(i)(b)).

3. Accrued Rights. Termination or expiration of this Agreement for any reason shall not release either Party from any liability or obligation that already has accrued prior to such expiration or termination, nor affect the survival of any provision hereof to the extent it is expressly stated to survive such termination. Termination or expiration of this Agreement for any reason shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, that a Party may have hereunder or that may arise out of or in connection with such termination or expiration.

F. Survival. Subject to the other provisions set forth in this Article 7 and any other applicable terms and conditions of this Agreement, the obligations and rights of the Parties under the following provisions of this Agreement shall survive expiration of this Agreement: Articles 1 (Definitions) (to the extent any definitions are applicable after expiration hereof), 5 (Indemnity; Limitation of Liability), 6 (Confidentiality) (for the period set forth therein), 8 (Dispute Resolution) and 9 (Miscellaneous); Sections 2.A (License to Make and Sell JV Jet Products) (where the licenses are on the non-exclusive basis described above), 2.B (Third Party Agreements), 2.C (Sublicenses and Subcontracts), 2.E (Strain Restrictions), 2.F (Reporting, Audit and Inspection Rights), 2.G (No Implied Rights), 2.I, 3.A (Ownership), 3.E (Infringement of Third Party Rights), 3.F (Common Interest Disclosures and Agreement), 4.E (Disclaimer), 7.C (Termination of Agreement), 7.D (Conversion to Non-Exclusive License) and 7.E (Effects of Termination); and this Section 7.F (Survival). Subject to the other provisions set forth in this Article 7 and any other applicable terms and conditions of this Agreement, the obligations and rights of the Parties under the following provisions of this Agreement shall survive termination of this Agreement: Articles 1 (Definitions) (to the extent any definitions are applicable after

termination hereof), 5 (Indemnity; Limitation of Liability), 6 (Confidentiality) (for the period set forth therein), 8 (Dispute Resolution) and 9 (Miscellaneous); Sections 3.A (Ownership), 3.E (Infringement of Third Party Rights), 3.F (Common Interest Disclosures and Agreement), 4.E (Disclaimer), 7.C (Termination of Agreement) and 7.E (Effects of Termination); and this Section 7.F (Survival).

ARTICLE 8. DISPUTE RESOLUTION

A. Escalation. Except as provided in Section 8.B or 8.D, if any Dispute arises between the Parties under this Agreement, such Dispute shall be referred to the Executive Officers for further discussion and resolution. The Executive Officers shall attempt in good faith to resolve any Dispute referred to them pursuant to this Section 8.A within ten (10) days after such referral by meeting (either in person or by video teleconference, unless otherwise mutually agreed) at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved within twenty (20) days thereafter and the Dispute does not consist of a failure by the Parties to reach agreement where one or both Parties have discretion whether to agree, either Party may, by written notice to the other Party, elect to initiate arbitration pursuant to Section 8.B for purposes of having the Dispute and any related Disputes resolved. If an Executive Officer intends to be accompanied at a meeting by an attorney, the other Executive Officer shall be given at least forty-eight (48) hours' notice of such intention and may also be accompanied by an attorney. All negotiations conducted pursuant to Section 8.B, and all documents and information exchanged by the Parties in furtherance of such negotiations, (i) are the Confidential Information of the Parties, (ii) shall be treated as evidence of compromise and settlement for purposes of the United States Federal Rules of Evidence and any other applicable state or national rules of evidence or procedure, and (iii) shall be inadmissible in any arbitration conducted pursuant to this Section 8 or other proceeding with respect to a Dispute.

B. Arbitration. Except for Disputes that are subject to Sections 8.C, D or E, all Disputes arising out of or in connection with this Agreement that cannot be resolved by the Executive Officers pursuant to Section 8.A shall be finally settled as follows:

(i) Except for Disputes that are subject to Section 8.C, D or E, all Disputes arising out of or in connection with this Agreement that cannot be resolved by the Executive Officers pursuant to Section 8.A, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**") by an arbitration tribunal appointed in accordance with the said ICC Rules as modified hereby.

(ii) There shall be three (3) arbitrators, one selected by the initiating Party in the request for arbitration, the second selected by the other Party within twenty (20) days of receipt of the request for arbitration, and the third (who shall act as chairperson of the arbitration tribunal) selected by the two (2) Party-appointed arbitrators within twenty (20) days of the selection of the second arbitrator. In the event that the respondent fails to select an arbitrator, or if the two Party-appointed arbitrators are unable or fail to agree upon the third arbitrator, the international Court of Arbitration of the International Chamber of Commerce shall designate the remaining arbitrator(s) required to comprise the tribunal. The

claimant in the arbitration shall provide a copy of the request for arbitration to the respondent at the time such request is submitted to the Secretariat of the International Chamber of Commerce.

(iii) Each arbitrator chosen under this Section shall speak, read, and write English fluently and shall be either (a) a practicing lawyer who has specialized in business litigation with at least ten (10) years of experience in a law firm of over fifty (50) lawyers or (b) a retired judge of a court of general jurisdiction.

(iv) The place of arbitration shall be New York, New York. The language of the arbitral proceedings and of all submissions and written evidence shall be English; provided, however, that a Party, at its expense, may provide for translation or simultaneous interpretation into a language other than English.

(v) The arbitrators shall issue an award within nine (9) months of the submission of the request for arbitration. This time limit may be extended by agreement of the Parties or by the tribunal if necessary.

(vi) It is expressly understood and agreed by the Parties that the rulings and award of the tribunal shall be conclusive on the Parties, their successors and permitted assigns. Judgment on the award rendered by the tribunal may be entered in any court having jurisdiction thereof.

(vii) Each Party shall bear its own costs and expenses and attorneys' fees, and the Party that does not prevail in the arbitration proceeding shall pay the arbitrator's fees and any administrative fees of arbitration. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each of the Parties, and shall be subject to Article 6.

For clarity, any disputes between the Parties regarding the deposit of Escrowed Materials or access to any Escrowed Materials shall not be required to be resolved via arbitration, and either Party may seek equitable relief for such dispute, including without limitation, specific performance, pursuant to Section 8.D.

C. Patent Validity and Infringement Disputes. In the event that a Dispute arises with respect to the inventorship, scope, validity, enforceability, revocation or infringement of a Patent, and such Dispute cannot be resolved by the Executive Officers in accordance with Section 8.A, unless otherwise agreed by the Parties in writing, such Dispute shall not be submitted to arbitration in accordance with Section 8.B, and notwithstanding anything in this Agreement to the contrary, the sole forum to resolve such Dispute shall be to initiate litigation in a court or other tribunal of competent jurisdiction in the country of issuance of the Patent that is the subject of the Dispute.

D. Equitable Relief. Notwithstanding anything to the contrary, either Party may at any time seek to obtain equitable relief from a court of competent jurisdiction with respect to an issue arising under this Agreement if the rights of such Party would be prejudiced absent such relief.

E. Disputes Subject to Section 2.A(iii). In the event of any disagreement between the Parties (or their successors) regarding the terms on which any Inventions subject to Section 2.A(iii) shall be licensed to Company, then at the request of Company (or its successor), such dispute be resolved by a single arbitrator agreed by the Parties or if the Parties are unable to agree within thirty (30) days of Company's request, selected by the head of the New York office of the International Chamber of Commerce. Such arbitrator shall have expertise in the licensing of biotechnology intellectual property for industrial applications. Each Party shall submit to the arbitrator a written brief of its position regarding the license terms, which submission (including supporting documentation) shall not exceed 50 pages. The arbitrator shall select the position of one of the Parties, in its entirety, as his or her decision, and shall have no authority to vary any of the terms of the prevailing proposal. The Parties shall equally share the costs of such arbitration. Any such arbitration shall be completed within 120 days of selection of the arbitrator.

F. Attorney's Fees. If any action, proceeding or arbitration is brought by a Party to enforce or interpret this Agreement, the prevailing Party, in addition to all other legal or equitable remedies possessed, shall be entitled to be reimbursed for all reasonable attorneys' fees incurred by reason of such action or proceeding to the extent related to the enforcement or interpretation of this Agreement.

ARTICLE 9. MISCELLANEOUS

A. Governing Law. This Agreement and any arbitration hereunder shall be governed by, interpreted and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any conflicts of laws principles thereof.

B . Entire Agreement; Modification. This Agreement, together with the Company's Shareholder Agreement (until a Buy-Out Closing), the Company's Articles of Association (until a Buy-Out Closing), and the Collaboration Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. No warranty, representation, inducement, promise, understanding or condition not set forth in this Agreement has been made or relied upon by either Party with respect to the subject matter of this Agreement. No rights or licenses with respect to any intellectual property right of either Party are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement. This Agreement may only be modified or supplemented in a writing expressly stated for such purpose and signed by the Parties to this Agreement. For clarity, except as modified herein, the Collaboration Agreement remains in full force and effect; provided, in the event of any inconsistency between the Collaboration Agreement and this Agreement, the terms of this Agreement shall prevail.

C. Relationship. This Agreement establishes between the Parties an independent relationship. The Parties intend that no partnership or joint venture is created hereby between Company and AMYRIS, that neither Party will be a partner or joint venturer of the other Party for any purposes, and that this Agreement will not be construed to the contrary.

D. Non-Waiver. Either Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (iii) waive compliance with any of the agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. Any extension of time or other indulgence granted to a Party hereunder shall not otherwise alter or affect any power, remedy or right of the other Party or the obligations of the Party to whom such extension or indulgence is granted.

E. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party; provided, however, that either Party may assign its rights and obligations pursuant to this Agreement without the written consent of the other Party to any of its Affiliates; provided, that (i) such Affiliate agrees to be bound by the terms of this Agreement, and (ii) Company may not assign this Agreement to any AMYRIS Competitor without the written consent of AMYRIS. In the event of any Buy-Out Closing, notwithstanding the foregoing, this Agreement shall thereafter (a) be assignable by Company to an AMYRIS Competitor that is an Affiliate of TOTAL without the consent of AMYRIS; and (b) be assignable by AMYRIS to a Third Party in connection with a Change of Control of AMYRIS. Any purported assignment not specifically described above shall be null and void, without the express written agreement of both Parties hereto.

F. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect to the fullest extent permitted by law. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner.

G. Notices. Any notice to be given under this Agreement must be in writing and delivered either in person by registered or certified mail (postage prepaid) requiring return receipt, or by overnight courier or facsimile confirmed thereafter by any of the foregoing, to the Party to be notified at its address(es) given below, or at any address such Party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of (a) the date of actual receipt; (b) if mailed, three (3) days after the date of postmark; or (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries.

If to Company, notices must be addressed to:

Hoogoorddreef 15
1101 BA
Amsterdam, the Netherlands

With a required copy to (which shall not constitute notice):

Total Energies Nouvelles Activités USA
24 Cours Michelet
92800 Puteaux
France
Attn: Bernard Clément, President
Fax. No.:
Email:

If to AMYRIS, notices must be addressed to:

AMYRIS, Inc.
5885 Hollis Street, Suite 100
Emeryville, CA 94608
Attention: General Counsel
Facsimile:

H. Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute.

I. Trademarks and Logos. Neither Party shall use, in advertising or otherwise, the other Party's or its Affiliates' names, trade names, trademarks, service marks, logos or other indicia of origin or refer to the other Party or its Affiliates, directly or indirectly, in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials, lists, referral lists, or business presentations, without prior written consent from the other Party for each such use or release. The restrictions imposed by this Section 9.I shall not prohibit either Party from making any disclosure (a) identifying the other Party as a counterparty to this

Agreement to its or its Affiliates' actual or prospective acquirers, merger candidates, underwriters, or investors (and their attorneys and accountants), (b) that is required by Applicable Law or the requirements of a national securities exchange or another similar regulatory body (provided that any such disclosure shall be governed by Section 6) or (c) with respect to which written consent of the other Party has previously been obtained.

J. Export Control. Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties as reasonably necessary to obtain any required approvals.

K. Interpretation.

(i) Captions & Headings. The captions and headings of clauses contained in this Agreement preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction.

(ii) Singular & Plural. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter.

(iii) Including as Example. Use of the term "including" or "include" in this Agreement shall be interpreted to mean "including, without limitation," or "include, but not limited to," and shall be exemplary rather than restrictive.

(iv) Sections & Subsections. Unless otherwise specified, references in this Agreement to any section shall include all subsections and paragraphs in such sections, and references in this Agreement to any subsection shall include all paragraphs in such subsection.

(v) Days. All references to days in this Agreement mean calendar days, unless otherwise specified.

(vi) Ambiguities. Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either Party, irrespective of which Party may be deemed to have caused the ambiguity or uncertainty to exist.

(vii) English Language. All notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding this Agreement shall be in the English language.

L. Drafting. Each Party agrees that it participated equally with the other in the drafting of this Agreement, using counsel of its choice. This Agreement shall be interpreted

without regard to any principle of construction regarding the drafting, authorship or revision thereof.

M. Further Assurances. After the Effective Date, each of the Parties shall execute and deliver such additional documents, certificates, and instruments and perform such additional acts, as may be reasonably requested and necessary or appropriate to carry out the purposes and intent and all of the provisions of this Agreement and to consummate all of the transactions contemplated by this Agreement.

N . License Registrations. Company may, at its expense, register the exclusive licenses granted under this Agreement in any country of, or community or association of countries in, the Territory. AMYRIS shall reasonably cooperate in such registration at Company's expense. Upon request by Company, AMYRIS agrees promptly to execute any "short form" licenses developed in a form reasonably acceptable to both Company and AMYRIS and reasonably submitted to it by Company from time to time in order to effect the foregoing registration in such country. No such "short form" license shall be deemed to amend or be used to interpret this Agreement. If there is any conflict between such a license or other recordation document and this Agreement, this Agreement shall control.

O. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more 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. Any such counterpart, to the extent delivered by electronic delivery, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Party shall raise the use of electronic delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

P. Affiliates. Each Party hereto shall be responsible for ensuring that its Affiliates (whether existing as of the Effective Date or thereafter during the Term of this Agreement) comply with the terms of this Agreement.

[*Signatures on following page*]

THIS AGREEMENT IS EXECUTED by the authorized representatives of the Parties as of the date first written above.

AMYRIS, INC.

By: _____

Name: _____

Title: _____

Company

By: _____

Name: _____

Title:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

The following AMYRIS Affiliates existing as of the Effective Date of this Agreement hereby acknowledge and approve the licenses granted to Company in Section 2.A and Section 7.E.2 of this Agreement.

AMYRIS Fuels LLC

By: _____

Name: _____

Title: _____

AB Technologies LLC

By: _____

Name: _____

Title: _____

AMYRIS Brasil Ltda.

By: _____

Name: _____

Title: _____

Exhibit A

Commercial Technology Transfer Package

A commercial technology transfer package should include the following:

1. Strain information:
    a. Back-ground strain design information such as strain information, genetic background, sequence information, genetic modifications information. e.g.,
        I. Strain ancestor and lineage of the applicable strain including each of the rational or directed strain engineering changes, what type of changes – deletion, insertion, ploidy changes, description of the changes, locus at which the changes were engineered and what were the resulting genii of the modified strain at each step.
    b. Strain storage and propagation
        I. SOP for the overall strain storage including detailed media recipes for preserving strain
        II. SOP for strain revival including steps all the way from seed vial to inoculums tanks for the propagation media for revival of the strain
    c. Feed-stock information – ingredient information, sourcing, specificities, testing

        I. Feed-stock sources and details of handling the feedstock

2. Details of a fermentation run at all scales (including from inoculum to shake-flask to 300L to $1m^3$, 40 m^3 and 200 m^3 production reactors):
    a. SOP's for media, sterilization, fill and draw
    b. Sampling intervals, sampling protocols
    c. Performance and specific testing at each step, protocols for tests at each stage
    d. Historical data of runs at all scales (including $1m^3$, 40 m^3 and 200 m^3) to register and monitor variability

3. Process design (including Brotas data):
    a. Detailed manufacturing process, process narrative, operating conditions
    b. PFD's design basis, heat/material balance, with identified streams
    c. Equipment list and material of construction – vessel specifications, identify an special modifications, performance required, design and fabrication codes, vendor and model numbers
    d. Utility flow and diagrams – all major inputs, outputs, stream compositions, flow rates
    e. Waste-water specification
    f. Routine maintenance, testing, replacements

4. Process book including process control and details of the operation:
    a. Aseptic design and operation, sterilization and cleaning (SIP/CIP) procedures and schedules
    b. batch and fed-batch operational details,
    c. feeding algorithm details,
    d. process control and monitoring strategies
    e. h istoric data of all prior runs with the strains – access to database of prior runs

And any other information that is necessary for being able to operate the strain in commercial settings.

Exhibit B

Initial Package

Current process book for the current strain Amyris is using for the commercial production of farnesene and the following with respect to the all of the designated Intermediate Strains:

1. Strain information:
    a. Back-ground strain design information such as strain information, genetic background, sequence information, genetic modifications information. e.g.,
        I. Strain ancestor and lineage of the current strain including each of the rational or directed strain engineering changes, what type of changes – deletion, insertion, ploidy changes, description of the changes, locus at which the changes were engineered and what were the resulting genii of the modified strain at each step.

    b. Strain storage and propagation
        i. SOP for the overall strain storage including detailed media recipes for preserving strain
        ii. SOP for strain revival including steps all the way from seed vial to inoculums tanks for the propagation media for revival of the strain

    c. Feed-stock information – ingredient information, sourcing, specificities, testing

        II. Feed-stock sources and details of handling the feedstock
        III. Testing results for content of sugar or other impacting ingredients
        IV. Seasonal variation information or data
        V. Protocols for any adjustment made to feedstock

2. Current best details of a fermentation run at all scales (including from inoculum to shake-flask to 300L to $1m^3$, 40 m^3 and 200 m^3 production reactors -if not at the largest scale then information on best scale at which this strain is current been running):
    a. SOP's for media, sterilization, fill and draw
    b. Sampling intervals, sampling protocols
    c. Performance and specific testing at each step, protocols for tests at each stage
    d. Historical data of runs at all scales (including $1m^3$, 40 m^3 and 200 m^3) to register and monitor variability

3. Current best process design (including Brotas data):
a. Detailed manufacturing process, process narrative, operating conditions
    b. PFD's design basis, heat/material balance, with identified streams
    c. Equipment list and material of construction – vessel specifications, identify an special modifications, performance required, design and fabrication codes, vendor and model numbers
    d. Utility flow and diagrams – all major inputs, outputs, stream compositions, flow rates
    e. Waste-water specification
    f. Routine maintenance, testing, replacements

4. Current best process book including process control and details of the operation:

a. Aseptic design and operation, design constraints, sterilization and cleaning (SIP/CIP) procedures and schedules
b. batch and fed-batch operational details,
c. feeding algorithm details,
d. process control and monitoring strategies
e. Performance data of recent runs

Any other information that is necessary for being able to operate the strain in commercial settings.

Exhibit C

Section 6.1 of Collaboration Agreement

Subject to Section 11 of the Second Amendment, Section 6.1 is as follows as of the Effective Date:

6.1 Ownership.

(a) Background IP. Subject to the license grants set forth in this Agreement, (i) TOTAL shall retain all of its right, title and interest in and to the TOTAL Background IP, and (ii) AMYRIS shall retain all of its right, title and interest in and to the AMYRIS Background IP. Notwithstanding any other provision of this Agreement, TOTAL Background IP shall not be deemed to be introduced as TOTAL Included IP in any aspect of R&D Activities, Improvement Scope Activities, or Commercialization activities without an express election by TOTAL and by following the process set forth in Section 6.1(c)(i) below.

(b) Non-Collaboration IP. Subject to the license grants set forth in this Agreement with respect to Included IP, (i) TOTAL shall retain all of its right, title and interest in and to the TOTAL Non-Collaboration IP, and (ii) AMYRIS shall retain all of its right, title and interest in and to the AMYRIS Non-Collaboration IP. Notwithstanding any other provision of this Agreement, TOTAL Non-Collaboration IP shall not be deemed to be introduced as TOTAL Included IP in any aspect of R&D Activities, Improvement Scope Activities, or commercialization activities without an express election by TOTAL and by following the process set forth in Section 6.1(c)(i) below. Notwithstanding any other provision of this Agreement, AMYRIS Non-Collaboration IP shall not be deemed to be introduced as AMYRIS Included IP in any aspect of R&D Activities, Improvement Scope Activities, or commercialization activities without an express election by AMYRIS and by following the process set forth in Section 6.1(c)(i) below, other than AMYRIS Non-Collaboration IP which is automatically deemed to be AMYRIS Included IP as set forth in Section 6.1(c)(ii).

(c) Included IP.

(i) From time to time during the Term of this Agreement, a Party may choose, in its sole discretion, to introduce its Non-Collaboration IP and/or its Background IP into the R&D Collaboration to facilitate the performance of the R&D Activities, the activities of a JV Company related to a Product or under the Improvement Scope Activities. In each such case, such Party shall provide advance written notice to the Joint Steering Committee identifying the nature of such Non-Collaboration IP and/or such Background IP and a proposal for how such Non-Collaboration IP and/or Background IP, as applicable, may be used in the R&D Collaboration, the activities of a JV Company related to a JV Jet Product or the Improvement Scope Activities. If the Joint Steering Committee agrees to accept the terms under which the Non-Collaboration IP and/or Background IP, as applicable, may be used in the R&D Collaboration or the activities of a JV Company related to a JV Jet Product or the Improvement Scope Activities, such Non-Collaboration IP and/or Background IP, as applicable, shall become Included IP. In any event, each Party agrees

not to assert infringement of any intellectual property it Controls by the other Party or any of its Affiliates for asserting its rights, or performing its obligations, under the Agreement or the documents establishing the JV Company.

(ii) Notwithstanding the following, any AMYRIS Background IP and AMYRIS Non-Collaboration IP, in each case, encompassing general means of practicing synthetic biology, including without limitation, methods and means to construct and test a Strain (including without limitation all related software, workflow, apparatus or arrangement of apparatuses, knowledge database systems, processes, systems and technology for the design, selection, engineering and development of Strains) shall be deemed AMYRIS Included IP without further action on the part of AMYRIS or the Joint Steering Committee, and such AMYRIS Included IP may be utilized by the Parties for the performance of the R&D Activities, the activities of a JV Company related to a Product or the Improvement Scope Activities, according to the terms of the Agreement. However, TOTAL may veto the inclusion of selected AMYRIS Non-Collaboration IP that would otherwise constitute Included IP, but such veto must be exercised in connection with the voting of its representatives on the Joint Steering Committee.

(iii) From time to time during the Term of this Agreement, Inventions Controlled by a Third Party may be used in the performance of the R&D Activities, the activities of a JV Company related to a Product and the Improvement Scope Activities. Terms and provisions relating to such Third Party Inventions shall be agreed on in writing by the Parties on a case by case basis.

(d) Collaboration IP.

(i) AMYRIS-Owned Collaboration IP. As between the Parties, subject to the license grants set forth in this Agreement, AMYRIS shall have sole and exclusive ownership of all right, title and interest on a worldwide basis in and to the AMYRIS Tools IP and MEV Pathway IP conceived and reduced to practice in the performance the R&D Activities and/or the performance of activities on behalf of the JV Company related to a Product or the means of making the Product ("AMYRIS Owned Collaboration IP"). TOTAL hereby assigns to AMYRIS, without further consideration, all right, title and interest that TOTAL may have from time to time (other than by virtue of the license grants in this Article 6) in any AMYRIS Tools IP and MEV Pathway IP and shall, at AMYRIS' reasonable expense, execute all documents and take all actions reasonably requested by AMYRIS from time to time to perfect AMYRIS' title to and ownership thereof.

(ii) Jointly-Owned Collaboration IP. As between the Parties, subject to the license grants set forth in this Agreement, AMYRIS and TOTAL shall have joint ownership of all right, title and interest on a worldwide basis in and to the New Tools IP and Main IP conceived and reduced to practice in the performance of the R&D Activities and/or the performance of activities on behalf of the JV Company related to a Product or the means of making the Product, other than TOTAL Owned Collaboration IP ("Jointly Owned Collaboration IP"). Each Party shall have the right to use and exploit all Jointly-Owned Collaboration IP without duty to account to the other joint owner and without obligation to obtain consent of the other joint owner, except as may otherwise be provided in the

Agreement or in the documents establishing the JV Company. Notwithstanding the foregoing, a license under each Party's respective Background IP and Non-Collaboration IP, if required for the other Party's use and exploitation of Jointly-Owned Collaboration IP, is not granted herein unless otherwise expressly provided in this Article 6. Each Party shall have an undivided one half ownership interest in such Jointly-Owned Collaboration IP and each Party hereby assigns to the other Party, without further consideration, such right, title and interest that it may have from time to time (other than by virtue of the license grants in this Article 6) in any and all Jointly-Owned Collaboration IP as required to effect such coownership.

(iii) TOTAL-Owned Collaboration IP. As between the Parties, subject to the license grants set forth in this Agreement, TOTAL shall have sole and exclusive ownership of all right, title and interest on a worldwide basis in and to Main IP and New Tools IP conceived and reduced to practice in the performance of R&D Activities under a New Technology Project conducted under the TOTAL R&D Option (the "TOTAL-Owned Collaboration IP"). AMYRIS hereby assigns to TOTAL, without further consideration, all right, title and interest that AMYRIS may have from time to time (other than by virtue of the license grants in this Article 6) in any such IP and shall, at TOTAL's reasonable expense, execute all documents and take all actions reasonably requested by TOTAL from time to time to perfect TOTAL's title to and ownership thereof.

(iv) Each Party shall have the right, on reasonable notice, to inspect and review the specific records maintained by the other Party reflecting the Collaboration IP made by such other Party, solely to the extent reasonably needed by the reviewing Party for exercising its rights or performing its obligations under this Agreement.

(e) Improvement Scope IP. Improvement Scope IP will be (a) jointly owned by TOTAL and AMYRIS, if the Improvement Right of First Refusal has been accepted by the corresponding Party (in a manner analogous to the Jointly-Owned Collaboration IP as described in Section 6.1.(d)(ii)) (the "Jointly Owned Improvement Scope IP"), or (b) owned solely by the Improving Party (TOTAL , for the "TOTAL Owned Improvement Scope IP" or AMYRIS for the "AMYRIS Owned Improvement Scope IP") if the Improvement Right of First Refusal has been rejected by the other Party.

Exhibit D

List of the Member States of the European Union

The following States are members of the European Union as of the Effective Date:

1. Austria
2. Belgium
3. Bulgaria
4. Croatia
5. Cyprus
6. Czech Republic
7. Denmark
8. Estonia
9. Finland
10. France
11. Germany
12. Greece
13. Hungary
14. Ireland
15. Italy
16. Latvia
17. Lithuania
18. Luxembourg
19. Malta
20. Netherlands
21. Poland
22. Portugal
23. Romania
24. Slovakia
25. Slovenia
26. Spain
27. Sweden
28. United Kingdom

Exhibit E

Known By-Products

1 Identified as of the Effective Date: The following compositions: (i) dead yeast cells, (ii) ethanol, (iii) farnesol, (iv) farnesene dimer, (v) triglyceride, (vi) hexahydrofarnesol, (vii) hydrogenated farnesene dimer, or (viii) combination of items in (i) through (vii) with or without farnesene and/or farnesane.

2 Identified after the Effective Date:

ANNEX D

LICENSE AGREEMENT REGARDING DIESEL FUEL IN THE EU

License Agreement regarding Diesel Fuel in the EU (the "**A greement**") is entered into on July ____, 2015 (the "**Effective D ate**") by and among **AMYRIS,INC .**,a corporation organized and existing under the laws of the state of Delaware, United States of America, with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608 ("**AMYRIS** "), and Total Energies Nouvelles Activités USA, *a société par actions simplifiée* organized under the laws of the Republic of France, with its principal place of business at 24 Cours Michelet, 92800 Puteaux, France ("**TOTAL**"). AMYRIS and TOTAL may each be referred to herein individually as a "**Party**," and collectively as the "**P arties**."

B A C KGROUND

WHEREAS, AMYRIS and Total Gas & Power USA Biotech, Inc. entered into a technology license, research, development, commercialization and collaboration relationship pursuant to that certain Technology License, Development, Research and Collaboration Agreement, dated as of June 21, 2010 (the "**Original C o**

WHEREAS, AMYRIS and TOTAL entered into an amendment of the Original Collaboration Agreement as of November 23, 2011 (" **First Amendment**"), and subsequently further amended the Original Collaboration Agreement effective as of July 31, 2012, ("**Original Second Amendment**"), which amendment superseded the First Amendment with respect to the matters set forth therein and contemplated that AMYRIS would grant to a joint venture entity certain licenses and other rights to use certain intellectual property of AMYRIS to Make and Sell JV Products (as defined in the Original Second Amendment) and conduct certain related activities, in each case, according to the terms and conditions set forth in a license agreement;

WHEREAS, on November 29, 2013, AMYRIS and TOTAL established Total Amyris BioSolutions, B.V., a joint venture entity (" **JVCO**"), in order to develop and commercialize JV Products as contemplated in the Original Second Amendment, and in connection with the establishment of JVCO: (i) AMYRIS entered into a license agreement with JVCO, effective as of December 2, 2013 ("**JVCO License Agreement**"), granting to JVCO the contemplated licenses and rights with respect to the JV Products, and (ii) AMYRIS and TOTAL entered into a letter agreement to clarify (x) the obligations of AMYRIS with regard to the restrictions to be incorporated in its future agreements regarding the production and commercialization of farnesene and/or farnesane and (y) Section 4.1 of the IP License Agreement (as defined below);

WHEREAS, AMYRIS and TOTAL amended the Original Second Amendment effective as of April 1, 2015, to authorize TOTAL to conduct certain hydrogenation activities and to clarify the licenses to be granted by TOTAL to AMYRIS and JVCO regarding intellectual property created from such activities (as amended, the "**Second**

Amendment", and the Original Collaboration Agreement, as amended by the First Amendment and the Second Amendment, and as may be further amended from time-totime, the "**Collaboration Agreement**").

WHEREAS, on the date of this Agreement, the Parties now wish to bifurcate the rights previously granted to JVCO, with JVCO retaining the licenses and rights under the JVCO License Agreement only with respect to JV Products for use as, and in, jet fuels pursuant to the "**Amended and Restated JVCO Jet Fuel License Agreement**" entered of even date herewith, and the licenses and rights under the JVCO License Agreement with respect to JV Products for use as, and in, diesel fuels reverting to AMYRIS except as provided herein;

WHEREAS, with regard to the reverted rights with respect to products for use as, and in, diesel fuels, the Parties have agreed that AMYRIS would grant certain licenses and rights to TOTAL and would retain the remainder of such rights for itself and its Affiliates;

In order to make such license grants to TOTAL and to address certain related matters, the Parties desire to enter into this Agreement, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 References to definitions in the Collaboration Agreement, including the Second Amendment, are to such definitions as they exist as of the Effective Date.

1.2 "**Affiliate**" shall have the meaning set forth in Section 1.1 of the Collaboration Agreement; except that (i) Novvi LLC and its Affiliates (collectively, "**N \ovvi**") shall not be deemed an Affiliate of AMYRIS under this Agreement unless AMYRIS' equity ownership of a Novvi entity exceeds 50%, at which time, the applicable Novvi entity(ies) will be considered an Affiliate of AMYRIS for purposes of this Agreement, (ii) Company shall not be considered an Affiliate of AMYRIS nor an Affiliate of TOTAL and neither TOTAL nor AMYRIS shall be considered an Affiliate of Company, and (iii) SMA Indústria Química S.A and its Affiliates (collectively, " **SMA** ") shall not be deemed an Affiliate of AMYRIS under this Agreement unless AMYRIS' equity ownership of an SMA entity exceeds 50%, at which time, the applicable SMA entity(ies) will be considered an Affiliate of AMYRIS for purposes of this Agreement. For clarity, the Affiliates of AMYRIS as of the Effective Date include: AMYRIS Fuels LLC, AB Technologies LLC, and AMYRIS Brasil Ltda.

1.3 "**AMYRIS Certification Materials**" means the Diesel Certification Materials (as defined in Section 7 of the Second Amendment) made or generated by or on behalf of AMYRIS.

1.4 "**AMYRIS Family**" means AMYRIS and its Affiliates.

1.5 "**AMYRIS Farnesene Included IP**" means any (i) AMYRIS Background IP (as defined in the Collaboration Agreement) and any AMYRIS Non-Collaboration IP (as defined in the Collaboration Agreement), in each case that is Controlled by AMYRIS or its Affiliates as of the Second Amendment Date, and (ii) AMYRIS Non-Collaboration IP developed after the Second Amendment Date (other than by a Third Party Acquirer), in each case, that (x) encompass general means of practicing synthetic biology or (y) are necessary or useful for the R&D Activities (as defined in the Collaboration Agreement) contemplated in connection with the Biofene Development Project.

1.6 "**AMYRIS Farnesene Production IP**" means any Farnesene Production IP owned or Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer).

1.7 "**AMYRIS Hydrogenation IP**" means any AMYRIS Background IP and AMYRIS Non-Collaboration IP in each case that is Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) and is necessary or materially useful in order to hydrogenate farnesene into farnesane.

1.8 "**AMYRIS Included IP**" shall have the meaning provided in Section 1.4 of the Collaboration Agreement.

1.9 "**AMYRIS Licensed IP**" means, all Inventions to the extent owned or Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) as of the Effective Date or at any time thereafter during the Term until thirty (30) years following the Effective Date including, AMYRIS Technology (as defined in Section 1.11 of the Collaboration Agreement), AMYRIS-Owned Collaboration IP (as defined in Section 1.9 of the Collaboration Agreement), AMYRIS Hydrogenation IP, AMYRIS-Owned Improvement Scope IP, AMYRIS' interest in Jointly-Owned Improvement Scope IP (as defined in Section 6.1(e) of the Collaboration Agreement), Jointly Owned Collaboration IP (as defined in Section 6.1(d)(ii) of the Collaboration Agreement), AMYRIS Farnesene Included IP and AMYRIS Production IP (as defined herein), and any Invention(s) licensed to AMYRIS by Novvi pursuant to the IP License Agreement entered by AMYRIS and Novvi on March 26, 2013 and amended on July _____, 2015, (the "**IP License Agreement**"), and subject to the terms of Section 2.A(v) below, the AMYRIS Certification Materials, in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful (i) to develop and/or optimize the processes of making farnesene from the Commercial Farnesene Strain and purifying it from the fermentation broth and converting farnesene into farnesane and/or (ii) to Make and Sell (as defined in Section 1.75 of the Collaboration Agreement) Licensed Products. For purposes of this definition and for Sections 2(A)(i)(a), 2(A)(i)(c), 2(A)(i)(d), and 7(D), an item of AMYRIS Licensed IP will be deemed to be necessary with respect to a particular activity if it is actually used by the TOTAL in carrying out such activity.

1.10 "**AMYRIS-Owned Improvement Scope IP**" means any and all Improvement Scope IP that is owned by AMYRIS pursuant to Section 6.1(e) of the Collaboration Agreement.

1.11 "**Banked Strain**" has the meaning set forth in Section 2.D hereof.

1.12 "**Biofene Development Project**" means the project and activities described in the Biofene Development Project Plan.

1.13 "**Biofene Development Project Plan**" means the written Development Project Plan agreed by AMYRIS and TOTAL for the research, development, and scale-up production activities to be conducted pursuant to the Second Amendment (as amended from time to time, if applicable, pursuant to the Collaboration Agreement).

1.14 "**Biofene Development Project Extension Agreement**" means a written contract between TOTAL and AMYRIS, negotiated pursuant to the process set forth in Section 2.A(vii) hereof, under which the Parties extend the term of the Biofene Development Project beyond July 31, 2016 to set forth the Strain engineering and other activities AMYRIS will perform during such extension period, and the payments TOTAL will make to AMYRIS for AMYRIS's Biofene Development Project-related activities during this extension period.

1.15 "**By-Product**" means any composition other than a Licensed Product that is produced (and has been produced in greater than *de minimis* levels in a manufacturing process that is at least a 300 liter scale) (a) as a direct consequence of the manufacture of a Licensed Product by TOTAL or its Affiliates, Subcontractors or sublicensees, and (b) except in the case of dead yeast cells, with a weight that is less than 40% of the weight of the applicable Licensed Product concurrently produced and, in each case, any composition resulting from further purification processing.

1.16 "**Change of Control**" means the occurrence of any of the following with respect to AMYRIS: (i) the consolidation of AMYRIS with, or the merger of AMYRIS with or into, another "person" (as such term is used in Rule 13d-3 and Rule 13d-5 of the Exchange Act), or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the AMYRIS and its subsidiaries taken as a whole, or the consolidation of another "person" with, or the merger of another "person" into, AMYRIS, other than in each case pursuant to a transaction in which the "persons" that "beneficially owned" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, the Voting Shares of AMYRIS immediately prior to the transaction "beneficially own", directly or indirectly, Voting Shares representing at least a majority of the total voting power of all outstanding classes of voting stock of the surviving or transferee person; (ii) the adoption by AMYRIS of a plan relating to the liquidation or dissolution of AMYRIS, (iii) the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" directly or indirectly, of more than 50% of the Voting Shares of the AMYRIS (measured by voting power rather than number of shares); or (iv) the first day on which a majority of the members of the AMYRIS board of directors does not consist of Continuing Directors. As used in this definition, "**Voting Shares**" of any Person means capital shares or capital stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency. As used in this definition, "**Continuing Director**" means, as of any date of determination, any member of the AMYRIS board of directors who (i) was a

member of the AMYRIS Board of Directors on July 31, 2012 or (ii) was nominated for election or elected to the AMYRIS board of directors with the approval of a majority of the Continuing Directors who were members of the AMYRIS board of directors at the time of such nomination or election and who voted with respect to such nomination or election; provided that a majority of the members of the AMYRIS board of directors voting with respect thereto shall at the time have been Continuing Directors. Notwithstanding the foregoing, an AMYRIS Change of Control shall not be deemed to have occurred in connection with (A) any acquisition of Amyris by TENA USA (or any of its Affiliates) or (B) any change in the board of directors of AMYRIS such that it is no longer composed of a majority of Continuing Directors if any designee of TENA USA (or any of its Affiliates) to the board of directors of AMYRIS approves the nomination or election of any member of the board of directors of AMYRIS that is not a Continuing Director or if TENA USA (or any of its Affiliates) votes any Voting Shares in favor of the election of any member of the board of directors of AMYRIS that is not a Continuing Director.

1.17 "**Commercial Farnesene Strain**" means any Commercial Strain (as defined in Section 1.25 of the Collaboration Agreement) designed for the production of farnesene.

1.18 "**Commercial Scale**" means with respect to a particular Commercial Farnesene Strain, the use of such Strain to reproducibly produce farnesene of commercially quality in commercial quantities and at commercially reasonable cost, as shown by production of [*]

1.19 "**Commercial Technology Transfer Package**" has the meaning set forth in Section 2.D(i).

1.20 "**Confidential Information**" has the meaning set forth in Section 6.A hereof.

1.21 "**Control**" or "**Controlled** " means, with respect to any Invention, Patent or other intellectual property right, that the applicable Party or its Affiliates owns or has a license to such Invention, Patent or other intellectual property right and such applicable Party or its Affiliates has the ability to disclose the same to the other Party and to grant the other Party a license or a sublicense (as applicable) under the same as provided in this Agreement without violating the terms of any agreement or other arrangement with any Third Party.

1.22 "**Diesel Product**" means one or more fermentation-produced isoprenoid(s) that may or may not be hydrogenated or hydroprocessed, which when blended with petroleum diesel, meet the ASTM D975 specification, the EN590 European standard or the equivalent of (or successor to) either such standard, in each case, for use as a diesel fuel.

1.23 "**Dispute**" means any dispute, claim or controversy that arises between the Parties in connection with this Agreement or any agreement or instrument delivered in

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

connection herewith, or the negotiation, execution, interpretation, breach, termination invalidity or enforcement hereof or thereof.

1.24 "**Executive Officers**" means (a) in the case of AMYRIS, the Chief Commercial Officer or such other officer designated in writing by the Chief Executive Officer, and (b) in the case of TOTAL, an executive officer nominated by TOTAL at the time of the Dispute.

1.25 "**Farnesane Diesel Product**" means a Diesel Product that is farnesane, wherein the isoprenoid is farnesene.

1.26 "**Farnesene Production IP** " means any and all (a) AMYRIS Farnesene Included IP, (b) Collaboration IP and (c) Improvement Scope IP, in each case that is necessary or useful to (i) produce farnesene from fermentation of a Farnesene Strain or (ii) purify such farnesene from the fermentation medium to hydrogenation grade.

1.27 "**Farnesene Strain**" means any Strain that produces farnesene.

1.28 "**Field**" means diesel fuel applications.

1.29 "**Governmental Entity**" shall have the meaning set forth in Section 1.54 of the Collaboration Agreement.

1.30 "**Improvement Scope IP**" means any and all Inventions that are conceived or reduced to practice on or after the Effective Date of the Collaboration Agreement by (a) any employee, agent or Third Party contractor of TOTAL or any of its Affiliates, (b) any employee, agent or Third Party contractor of AMYRIS or any of its Affiliates, or (c) any of the foregoing jointly, in each case, in the performance of Improvement Scope Activities (x) during the term of the Collaboration Agreement or (y) during the term that a Licensed Product is being commercialized by TOTAL.

1.31 "**Indemnified Party**" has the meaning set forth in Section 5.A(iii) hereof.

1.32 "**Indemnifying Party**" has the meaning set forth in Section 5.A(iii) hereof.

1.33 "**Infringement**" has the meaning set forth in Section 3.D(i) hereof.

1.34 "**Initial Package**" has the meaning in Section 2.D(iii)(a) hereof.

1.35 "**Intermediate Strain(s)**" means, at a given point in time, (i) the Farnesene Strain then most recently used by AMYRIS for the commercial Manufacture of farnesene, if any, and (ii) up to ten (10) other Strains developed in the Biofene Development Project that are most likely to achieve the goals of the Biofene Development Project. The four Intermediate Strains to be initially escrowed as part of the Initial Package have been selected by the Management Committee (as defined in the Collaboration Agreement). The Management Committee pursuant to the Second Amendment may periodically designate additional Intermediate Strain(s) for inclusion as Banked Strains to replace any or all of the four (4) initial Banked Strains, provided that if the Management Committee is unable to

agree upon whether a particular Strain should be designated as an Intermediate Strain, then the TOTAL representative(s) to the Management Committee shall have the right to make such decision with respect to eight (8) (but not more) of the subject Strains but in no event may the TOTAL representatives(s) designate more than eight (8) Strains for escrow. Notwithstanding the above, at any given time, there shall be no more than fourteen (14) Banked Strains.

1.36 "**Invention(s)**" means, whether or not patentable, any inventions, information, technology, methods, compositions of matter, formulae and other subject matter (including all related software, workflow, apparatus or arrangement of apparatuses, knowledge database systems, processes, systems and technology for the design, selection, engineering, development and manufacture of Strains, Compounds or Products (each, as defined in the Collaboration Agreement), the Strains and the Compounds and the Products themselves, chemistry, process engineering, materials transformation, Strain or Compound or Product specifications, know-how, trade secrets, improvements and all intellectual property rights therein or pertaining thereto.

1.37 "**IP License Agreement**" has the meaning set forth in Section 1.10.

1.38 "**Knowledge**" means actual or constructive knowledge of any officer of AMYRIS.

1.39 "**Known By-Product**" means a By-Product that is specified on Exhibit D as of the Effective Date or added to Exhibit D in accordance with Section 2.H.

1.40 "**Legal Requirement**" means, with respect to any Party, any federal, state or local law, constitution, treaty, ordinance, code, edict, writ, decree, rule, regulation, judgment, ruling, injunction or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity that is binding upon or applicable to such Party, including Environmental Laws (as defined in the Collaboration Agreement) and any of the foregoing applicable to genetically modified microorganisms, related to food, drugs, health or safety.

1.41 **"Licensed Product"** means (i) farnesene or farnesane for use in Diesel Product and (ii) Farnesane Diesel Product.

1.42 "**Lien**" means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, or other encumbrance of any kind.

1.43 "**Manufacture**" means make and have made (including practicing and using for the foregoing purposes).

1.44 "**Negotiation Period for Biofene Development Project Extension**" means the ninety (90) day period described in Section 2.A(vii).

1.45 "**Patent(s)**" means (a) all national, regional and international patents and patent applications, including provisional patent applications; (b) all patent applications filed either from a patent or patent application described in clause (a) or from an application

claiming priority to a patent or patent application described in clause (a), including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications; (c) any and all patents that have issued or in the future issue from the foregoing patent applications (clauses (a) and (b)), including utility models, petty patents and design patents and certificates of invention; (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications (clauses (a), (b) and (c)); and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

1.46 "**Person"** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

1.47 **"Potential Third P arty Conflict**" has the meaning set forth in Section 2.H(ii).

1.48 "**Program Strain**" means a Commercial Strain (as defined in Section 1.25 of the Collaboration Agreement) designed for the production of farnesene that satisfies the criteria of a Commercial Farnesene Strain.

1.49 "**Second Amendment Date**" means July 30, 2012.

1.50 "**S train**" means any microorganism, including bacteria, yeast, higher fungi and algae, that is tested, modified or optimized to produce compounds according to the alteration of metabolic pathways, including AMYRIS' genetically modified yeast strain that includes the Mevalonate Pathway (as defined in the Collaboration Agreement) from which it is capable of making an isoprenoid compound.

1.51 **"Strain Improvement Technology**" means any Invention Controlled by AMYRIS or its Affiliates (other than a Third Party Acquirer) that is necessary or materially useful to perform strain engineering or other genetic manipulation (by any means) in order to genetically manipulate any Strain(s) for the purpose of developing or improving a Farnesene Strain.

1.52 "**Subcontractor**" has the meaning set forth in Section 2.C(ii) hereof.

1.53 "**Subject Third P arty Agreement**" shall have the meaning set forth in Section 4.D(ii) hereof.

1.54 "**Successful Commercial Transfer**" means with respect to a particular Commercial Farnesene Strain, the use of such Strain to reproducibly produce farnesene at Commercial Scale.

1.55 "**Term**" has the meaning set forth in Section 7.A hereof.

1.56 "**Territory**" means the member countries of the European Union as of the Effective Date, which countries are listed in Exhibit C hereto.

1.57 "**Third P arty**" means a Person other than AMYRIS or TOTAL or an Affiliate of AMYRIS or TOTAL.

1.58 "**Third Party Acquirer**" means (i) a Third Party that acquires AMYRIS in a Change of Control or acquires substantially all of the assets of AMYRIS and (ii) any Affiliates of such Third Party (other than the members of AMYRIS Family as of immediately prior to the AMYRIS transaction described in subparagraph (i)).

1.59 "**Third Party Agreement**" means any agreement that was entered or is entered by AMYRIS with a Third Party pursuant to which AMYRIS obtained or obtains a license, with the right to sublicense, of any Inventions, including without limitation Patents, within the AMYRIS Licensed IP.

1.60 "**Third Party Conflict**" has the meaning set forth in Section 2.H(i).

1.61 "**TOTAL Indemnitees**" has the meaning set forth in Section 5.A(ii) hereof.

1.62 "**TOTAL Strains**" means the Commercial Farnesene Strain(s), the Intermediate Strain(s) and any other Strains that are genetic manipulations or modifications of any of the foregoing.

1.63 "**TOTAL Independent Strain Engineering Patents**" means any issued Patent owned by TOTAL or a wholly-owned Affiliate of TOTAL with respect to an Invention conceived or reduced to practice by or on behalf of the TOTAL in connection with the exercise of the license granted in Section 2.A(i)(b) of this Agreement that claims (a) a Strain including a Mevalonate Pathway that produces one or more isoprenoid compounds, or (b) methods of using such Strain outside the Field.

ARTICLE 2. LICENSE GRANT AND RELATED TERMS

A. License to Make and Sell Licensed Products.

(i) License Grants. Subject to Section 2.F below and Article 7, AMYRIS and its Affiliates hereby grant to TOTAL the following perpetual and irrevocable licenses, with the right to sublicense through multiple tiers pursuant to Section 2.C below, for the Licensed Products:

(a) a non-exclusive, worldwide (subject to Section 2.E(iv) below), royalty-free (subject to Section 2.B below) right and license under the AMYRIS Licensed IP in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to develop and/or optimize the processes of making farnesene from a Commercial Farnesene Strain, purify farnesene from the fermentation broth, and convert

farnesene into farnesane, in each case solely for TOTAL to exercise its licenses under clauses (c) and (d) below;

(b) a non-exclusive, worldwide (subject to Section 2.E(iv) below), royalty-free (subject to Section 2.B below) right and license under the Strain Improvement Technology to optimize and/or engineer, by any means, any Farnesene Strain for use in the Field (including but not limited to Commercial Farnesene Strains with performance characteristics that exceed Commercial Scale), which license may be practiced upon the earliest to occur of the following, but in no event before the expiration of the Biofene Development Project: (1) AMYRIS fails to timely respond or declines to enter into negotiations with TOTAL in respect of a Biofene Development Project Extension Agreement under Section 2.A(vii), (2) the expiration of the Negotiation Period to Extend the Biofene Development Project, but only if, the Parties have not executed a Biofene Development Project Extension Agreement as of such expiration, or (3) the expiration of the Biofene Development Project Extension Agreement. Such license may be practiced for so long as TOTAL is pursuing the development and/or Manufacture of farnesene for use in the Field;

(c) an exclusive (subject to Section 2.A(iii)(a)(1) and 2.A(iii)(b)), royalty-free (subject to Section 2.A(vi) and Section 2.B below) right and license under the AMYRIS Licensed IP, in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful, to import, offer for sale and sell Licensed Products within the Territory for use in the Field;

(d) a royalty-bearing (to be negotiated as described in the last sentence below), right and license under the AMYRIS Licensed IP in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to Manufacture Licensed Products (x) within the Territory and (y) outside the Territory (subject to Section 2.E(iv) below), but, in each case, solely for purposes of Manufacturing, importing, offering for sale, and selling such Licensed Products in the Territory for use in the Field. The license granted under subsection (x) shall be co-exclusive with AMYRIS while the license in (y) shall be non-exclusive. Prior to Licensed Products first being Manufactured per the license in this clause (c), TOTAL and AMYRIS will, in good faith, negotiate commercially reasonable terms on a "most favored nation basis" for royalties to be paid to AMYRIS by TOTAL on the sale of such Manufactured Licensed Product in the Territory; and

(e) a non-exclusive, royalty-free (subject to Section 2.B below) right and license under the AMYRIS Licensed IP, in each case, that is necessary to offer for sale, sell and import any Known By-Product(s) for any uses other than for use(s) precluded by Third Party Conflicts; provided, however, that this license shall not expand any obligation that AMYRIS may have to disclose the AMYRIS Licensed IP beyond what is set forth elsewhere in this Agreement. For clarity, the production of By-Products by TOTAL or its sublicensees or Subcontractors in connection with the practice of the right to Manufacture Licensed Products pursuant to Section 2.A(d) above shall not be a breach of this Agreement.

For clarity, there (i) shall be no volume or production limits on the foregoing licenses set forth in clauses (a), (c), (d), and (e), and (ii) the licenses granted in clauses (a)-(e) above include the right to Manufacture and, solely in the Territory for use in the Field, sell farnesane made with farnesene produced via the exercise of such licenses.

(ii) Limited License. The licenses granted TOTAL above (a) allow it to conduct licensed activities with respect to (x) the Licensed Products solely for use in the Field and/or (y) Known By-Products (on a case-by-case basis) solely for use outside the applicable Third Party Conflict(s), and (b) with respect to Sections 2.A(i)(b), include the right to optimize or modify the applicable TOTAL Strain(s) by any means. Upon termination of the license granted in Section 2.A(i)(b), unless otherwise agreed in writing by the Parties, at AMYRIS' written request, TOTAL shall destroy all quantities of the Intermediate Strain(s) and any Strains developed under such license based on or using the Intermediate Strain(s) other than the Commercial Strain(s).

(iii) AMYRIS Retained Rights; TOTAL's ROFR regarding Certain AMYRIS Manufacturing of Licensed Product in the EU. AMYRIS retains (a) rights to Manufacture Licensed Products in the Territory but only for (1) sale within the Territory to TOTAL or its designees and (2) use, offer for sale, and sale outside of the Territory, (b) the right to import Licensed Products into the Territory but only for sale to TOTAL and its designees, (c) rights to Manufacture Licensed Products outside the Territory, (d) rights to conduct activities within the Improvement Scope as permitted under the Collaboration Agreement and the conduct of the Biofene Development Project, (e) the exclusive right to sell and offer for sale the Licensed Products outside the Territory, and (f) the exclusive, worldwide rights to Make and Sell and otherwise exploit products for use outside the Field, including the right to Manufacture farnesene and/or farnesane within or outside of the Territory for use in such other products. If, during the Term, AMYRIS desires to issue an offer, or receives an offer from a Third Party, to make (or have a Third Party make) Licensed Products in the Territory per subclause (a) above or intends on its own to begin the construction of a manufacturing facility in the Territory to make such Licensed Products (the "**Production Offer**"), AMYRIS shall provide a written notice (the "**Right of First Refusal Notice**") of such Production Offer (which shall contain a copy of all relevant terms of the Production Offer) to TOTAL. The Right of First Refusal Notice shall also contain an irrevocable offer by Amyris to enter into an agreement with TOTAL to participate in the construction and ownership of such facility or make such Licensed Products in the Territory at the same price and upon terms and conditions that are no less favorable to TOTAL than those that are proposed by Amyris or offered by a Third Party. TOTAL shall have the right and option, within sixty (60) Business Days after the date that the Right of First Refusal Notice is delivered to accept such offer. For clarity, TOTAL's rights in the prior sentence do not apply to any proposed facility for the Manufacture within the Territory of farnesene and/or farnesane that will be used, within or outside of the Territory, solely for one or more non-Licensed Product(s).

(iv) Future Licensed Product Supply Agreement. If AMYRIS is Manufacturing Licensed Product and TOTAL desires to purchase some of such Licensed Product from AMYRIS to offer for sale and sell it for use in the Field in the Territory, the Parties will, in good faith, negotiate commercially reasonable terms, which will include a

"most favored nation basis" pricing mechanism (based on similarity of markets, geographies, uses, quantities, etc.), for AMYRIS to supply TOTAL with agreed upon quantities of such Licensed Product.

(v) General.

(a) Survival. Except as provided in Section 2.A(i)(b) or in Section 7.C, the licenses granted to TOTAL in Article 2 shall be irrevocable until the end of the Term and remain in full force and effect during the Term, notwithstanding any breach or alleged breach of the Collaboration Agreement or any termination or expiration of the Collaboration Agreement. For clarity, the licenses granted to TOTAL shall terminate upon the earlier of (i) expiration of the Term and (ii) termination of this Agreement pursuant to Section 7.C.

(b) Licensed Patent List. The Patents existing as of the Effective Date within the AMYRIS Licensed IP are those set forth in a letter provided by AMYRIS to TOTAL of even date herewith. Upon TOTAL first becoming eligible to practice the license granted in Section 2.A(i)(b), AMYRIS shall provide to TOTAL a list of Patents then currently existing within the Strain Improvement Technology. During the Term, AMYRIS shall provide to TOTAL at least semi-annually a complete and accurate written updated list of all Patents within the AMYRIS Licensed IP and, if TOTAL is eligible to practice the license granted in Section 2.A(i)(b), the Strain Improvement Technology; provided, however, that such obligation shall cease (1) with respect to AMYRIS Licensed IP as of the expiration of the last to expire of the Patents that are included in the AMYRIS Licensed IP at the time of the first commercial sale of a Licensed Product or if no such sale has occurred by twenty (20) years after the Effective Date, as of such date, and (2) with respect to the Strain Improvement Technology upon the existence of (x) a Suitable Commercial Strain or (y) the achievement of a Successful Commercial Transfer of a Commercial Farnesene Strain.

(vi) AMYRIS Certification Materials. If TOTAL wishes to use any AMYRIS Certification Materials to sell, as certified, a Farnesene Diesel Product for use in the Field in the Territory, then TOTAL shall notify AMYRIS and shall be obligated to reimburse AMYRIS for the documented amounts incurred by AMYRIS in generating the applicable AMYRIS Certification Materials after June 21, 2010. TOTAL shall pay such amounts to AMYRIS within thirty (30) days of receipt of an invoice therefor unless otherwise agreed in writing by the Parties.

(vii) Extension of the Biofene Development Project. At any time prior to the end of the Biofene Development Project (i.e., July 31, 2016), TOTAL may provide a written request that AMYRIS enter into negotiations regarding an extension of the Biofene Development Project, per a Biofene Development Project Extension Agreement, with the objective of generating one or more Commercial Farnesene Strains for use in the Field (including but not limited to Commercial Farnesene Strains with performance characteristics that exceed the minimal requirements for Commercial Farnesene Strain). AMYRIS will have fourteen (14) days after receipt of such notice to notify TOTAL whether it wishes to participate in such negotiations. If AMYRIS timely

notifies TOTAL, the Parties will negotiate in good faith the terms of a Biofene Development Project Extension Agreement for ninety (90) days (the "**Negotiation Period for Biofene Development Project Extension**"). If AMYRIS fails to timely respond to TOTAL's notice, Amyris declines to participate in such negotiations, or if the Parties cannot reach agreement on the terms of such Biofene Development Project Extension Agreement within the Negotiation Period for Biofene Development Project Extension, then TOTAL and AMYRIS have no more obligations to attempt to extend the Biofene Development Project and in such case, but in no event before the expiration of the Biofene Development Project, TOTAL may practice the license in Section 2.A.(b).

B. Third Party Agreements.

(i) TOTAL acknowledges that certain Patents and/or Inventions within the AMYRIS Licensed IP have been or may be licensed to AMYRIS pursuant to one or more Third Party Agreement(s), and that the sublicenses granted by AMYRIS to TOTAL with respect to the AMYRIS Licensed IP that is subject to any such Third Party Agreement(s) are subordinate to the applicable terms of the applicable Third Party Agreement. In the event that such terms would impose any obligations on TOTAL beyond those set forth in this Agreement, AMYRIS shall promptly notify TOTAL of such terms of any Third Party Agreement so that TOTAL will be informed of such terms. If AMYRIS fails to promptly disclose any such terms, then TOTAL shall have no responsibility to comply with the non-disclosed terms or liability for failing to so comply. In the event that the licenses granted hereunder include a sublicense under the IP License Agreement, TOTAL acknowledges that such sublicense shall be subject to Section 2.2 thereof.

(ii) TOTAL further acknowledges that, with respect to Patents and/or Inventions within the scope of the AMYRIS Licensed IP or the Strain Improvement Technology, as applicable, that are licensed pursuant to a Third Party Agreement to AMYRIS or its applicable Affiliate after the completion of the Biofene Development Project, the sublicense granted by AMYRIS to TOTAL may result in payment obligations to the Third Party for the grant and/or practice of such sublicense to TOTAL. In such a case, TOTAL shall only receive such a sublicense if it agrees in writing, in a form reasonably acceptable to AMYRIS, to pay any such amounts due for the grant of a sublicense to TOTAL or practice of such a sublicense by TOTAL or its sublicensees (which payments may include milestone payments and/or royalties on product sales), and to otherwise comply with the terms of such Third Party Agreement.

(iii) In the event of the filing of a bankruptcy petition under Title 11 of the United States Code (the "**Bankruptcy Cod e**") by or against a licensor of intellectual property to AMYRIS under a Third Party Agreement(s) (the "**Third P arty Licensor**"), AMYRIS hereby assigns to TOTAL the right to make the election set forth in Section 365(n)(1)(B) of the Bankruptcy Code (the "**365(n)E lection**") if Third Party Licensor as debtor in possession, or a trustee on its behalf, rejects the Third Party Agreement pursuant to Section 365 of the Bankruptcy Code; provided, however, that such 365(n) Election must be made by TOTAL no later than the earlier of (x) seven (7) Business Days after AMYRIS has provided written notice to TOTAL of any rejection of the Third Party Agreement and (y) five (5) Business Days prior to any date set forth in an order of

the bankruptcy court having jurisdiction over the bankruptcy case of Third Party Licensor as the date by which any such Section 365(n) Election must be made, which deadline shall be provided in writing to TOTAL by AMYRIS within two (2) Business Days after AMYRIS receives written notice of same from such Third Party Licensor (the "**Election Deadline**"). In the event TOTAL, having received timely notice from AMYRIS of the rejection of such Third Party Agreement, has not timely exercised the 365(n) Election by the Election Deadline, the right to make the 365(n) Election shall transfer to JVCO, which shall have the right to exercise such 365(n) Election in accordance with the terms of the Amended and Restated JVCO Jet Fuel License Agreement. AMYRIS shall not have the right to make the election set forth in Section 365(n)(1)(A) of the Bankruptcy Code prior to (1) the deadline established under the Amended and Restated JVCO Jet Fuel License Agreement for JVCO to make such Section 365(n) Election, or (2) if AMYRIS fails to timely notify TOTAL of the rejection of such Third Party Agreement, the date by which such Section 365(n) Election must be made. If neither TOTAL nor JVCO timely makes the 365(n) Election, then the right to make the Section 365(n) Election shall automatically re-vest in AMYRIS, in which case AMYRIS shall be free to exercise the 365(n) Election in its discretion.

(iv) AMYRIS agrees not to terminate or permit termination of the Third Party Agreement containing such license by exercise of an election under Section 365(n)(1)(A) of the Bankruptcy Code without the prior written consent of TOTAL. AMYRIS acknowledges that because the sublicenses granted by AMYRIS to TOTAL is a significant part of TOTAL's benefits under the Agreement, TOTAL does not anticipate that it would consent to termination of such Third Party Agreement and shall not under any circumstances be obliged to give such consent.

(v) In the event that any royalties are due under a 365(n) Election, then, for clarity, the principles of Section 2.B(ii) shall apply to the allocation of such royalties between the Parties. For clarity, the allocation between the Parties of any royalties due with respect to the Third Party intellectual property subject to such 365(n) Election shall remain unaltered following such 365(n) Election.

C. Sublicenses and Subcontracts.

(i) TOTAL shall have the right to grant sublicenses, through multiple tiers, of the licenses granted to TOTAL in Section 2.A; provided, however, with respect to the Manufacture of farnesene, TOTAL may only grant sublicenses for the Manufacture of farnesene solely for sale to TOTAL and its other sublicensees to Make and Sell Licensed Products in the Territory in the Field. TOTAL and its Affiliates shall bind its sublicensees to the restrictions in clauses (a) and (b) of Section 4.B(iii), and AMYRIS shall have third party beneficiary rights with respect thereto analogous to those set forth in Section 2.C(iii)(b).

(ii) TOTAL may grant to a Third Party (any such Third Party, a "**S u bcontractor**") have made rights under:

(a) the licenses in Section 2.A(i)(a) and (e), as are reasonably necessary or materially useful for such Subcontractor to Manufacture the Licensed Products for TOTAL, including without limitation, if reasonably necessary or materially useful for the relevant activity, use of the Commercial Farnesene Strain(s); and

(b) the license in Section 2.A(i)(b), on and after the date on which such license may be practiced, as reasonably necessary or materially useful for such Subcontractor to exercise such license for TOTAL to modify or improve the Farnesene Strain(s) for the Field.

Any Subcontractor shall represent, warrant and covenant that its Manufacture and supply of farnesene or the applicable Licensed Product (or intermediate thereof) to TOTAL will be conducted in accordance with the specifications and instructions provided by TOTAL and all applicable Legal Requirements.

(iii) Common Provisions.

(a) Any sublicense or Subcontractor agreement entered into by TOTAL shall be in writing and contain (1) terms that are consistent in all material respects with this Agreement; (2) reasonable confidentiality terms that obligate the sublicensee or Subcontractor to comply with provisions regarding non-disclosure and non-use of AMYRIS Confidential Information at least as restrictive as those of this Agreement; (3) if the sublicensee or Subcontractor will have access to any TOTAL Strain (such a Person or any other Person that has access to any TOTAL Strain, a "**S train Recipient**"), material transfer and use restrictions on the TOTAL Strains consistent with those as described in Section 2.E below, and, without limitation of Section 3.A, such other provisions governing intellectual property as may be agreed in writing by TOTAL and AMYRIS, on a case-bycase basis; (4) a covenant limiting the practice of the licenses to the Field and, as applicable, to the Territory, all as described in Section 4.B(iii) below; (5) provisions regarding reporting, audit and inspection rights, including those to protect AMYRIS Farnesene Production IP and the TOTAL Strain(s), including as described in Section 2.F; and (6) provisions to effect the transfer to TOTAL (or at the request of AMYRIS, to AMYRIS) of rights to any intellectual property with respect to which AMYRIS is entitled to ownership, as described in Section 3.A(i) hereof).

(b) Each sublicense or Subcontractor agreement and any other agreement that relates to use of a Strain with a Strain Recipient shall further provide that AMYRIS shall be a third party beneficiary of such agreement by a right to directly enforce against the sublicensee or Subcontractor or other Strain Recipient an uncured material breach of such agreement, as the case may be, if and solely to the extent that (1) such a breach relates to activities conducted with farnesene made by a TOTAL Strain, and (2) TOTAL fails to act reasonably and as expeditiously as possible under the circumstances to address any such breach (provided that such failure to act expeditiously is not the result of any action or inaction on the part of AMYRIS). Each sublicensee of TOTAL hereunder and each TOTAL Affiliate shall also be required to so designate AMYRIS as a third party beneficiary in any of its agreements with any Strain Recipient.

(c) Except as otherwise agreed by AMYRIS and TOTAL, each sublicensee and Subcontractor and any other Strain Recipient in any agreement described in clause (b) above shall be required (1) to obtain and maintain insurance at least as great as required to be held by TOTAL pursuant to Section 5.B hereof and (2) to indemnify and hold harmless AMYRIS and TOTAL and their respective directors, officers, employees and agents from and against any and all Third Party claims, suits and proceedings to the extent that such claims, suits and proceedings arise out of, are based on, or result from its willful misconduct or gross negligence or a breach of any provision of Subcontractor's or sublicensees or Strain Recipient's agreement with TOTAL (or its Affiliates or sublicensees), including any representation, warranty or covenant thereunder.

D. Technology Transfer and Escrow.

(i) Commercial Technology Transfer. Following the designation of a Program Strain, to facilitate the practice by TOTAL of the licenses granted herein, at TOTAL's written request and expense, AMYRIS shall deliver to TOTAL the Program Strain and with regard to the then current process for the Manufacture of Licensed Products using such Program Strain and the documentation specified on Exhibit A ("**Commercial Technology Transfer Package**").

(ii) Commercial Strain Technology Transfer Assistance. At TOTAL's request and expense, to facilitate the practice of the licenses granted to TOTAL, following the designation of the first Program Strain, AMYRIS shall provide to TOTAL (or its designee) a one-time site-specific technology transfer of the then-current Manufacturing process for the Licensed Products using the Program Strain, which technology transfer shall include training and on-site support (by persons directly involved in the development, use, scale-up and/or operation of the AMYRIS Licensed IP to implement the practice of the AMYRIS Licensed IP and achieve steady state production of farnesene and/or farnesane).

(iii) Escrow. At TOTAL's expense, AMYRIS will deposit (on the timing specified below) with a mutually agreed Third Party escrow agent (the "**Escrow A gent**"), pursuant to one or more escrow agreements entered by such Escrow Agent, AMYRIS and TOTAL the following (collectively, the "**Escrowed Materials**" and each escrowed Strain, a "**Banked S train**"):

(a) Continuing until the earliest of (1) the twentieth anniversary of the Effective Date, (2) the date six (6) months after the date on which TOTAL has the right to practice the license set forth in Section 2.A(i)(b), and (3) the achievement of a Successful Commercial Transfer, AMYRIS shall escrow the following materials: the Intermediate Strain(s) and the then current process for the Manufacture of Licensed Products using the Intermediate Strain(s) including the documentation specified on Exhibit B ("**Initial P ackage**"). The Initial Package shall be escrowed no later than within ninety (90) days of the Effective Date, and at least semi-annually thereafter until the occurrence of the earliest of clauses (1) -(3) of this Section 2.D(iii)(a), AMYRIS shall update the Initial Package to reflect the then current process for the Manufacture of Licensed Products using the then current Intermediate Strain(s).

(b) No later than thirty (30) days after the Parties' designation of each Program Strain, if any, AMYRIS shall escrow the following materials: such Program Strain and the then current process for the Manufacture of Licensed Products using such Program Strain, including without limitation, the documentation specified on Exhibit A.

(c) TOTAL may, from time to time, obtain access to the Escrowed Materials (at the location of the Escrow Agent) for audit purposes, i.e. to verify that the Escrowed Materials have been properly submitted and stored (provided that if AMYRIS requests, TOTAL's representative may be accompanied by AMYRIS' representative during such audit), and upon request of TOTAL and at TOTAL's expense, AMYRIS shall cause the Escrowed Materials to be sent to an independent laboratory reasonably agreed to by the Parties to allow testing and to evidence that the Banked Strains remain viable and continue to produce farnesene at expected yields, in which case such laboratory shall be considered a Strain Recipient for purposes of this Agreement.

(d) TOTAL will have the right to a release of the Escrowed Materials from the Escrow Agent at such time as TOTAL is entitled to exercise the license granted in Section 2.A(i)(b).

(e) AMYRIS' obligations to escrow under this Agreement, including the Intermediate Strain(s), the Initial Package, and, if applicable, the Program Strain(s) and the Commercial Technology Transfer Package, shall terminate six (6) months after the date on which TOTAL has the right to practice the license set forth in Section 2.A(i)(b). Thereafter, TOTAL shall be responsible for maintaining the Strains and information that were the subject of the Successful Commercial Transfer. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall TOTAL receive more than an aggregate of fourteen (14) Banked Strains.

(f) Any dispute between the Parties regarding the deposit of any Escrowed Materials or the access to any Escrowed Materials shall be resolved as provided in Section 8.A, B and D.

(iv) Thirty (30) days after the date on which TOTAL has the right to practice the license set forth in Section 2.A(i)(b), AMYRIS shall deliver to TOTAL (a) for each of the Banked Strains, detailed written (or electronic) information regarding its ancestor and lineage, a description of each of the changes (e.g., random, rational or directed modifications) made to such strain, the types of changes (e.g., deletion, insertion, ploidy) and the locus of each genetic modification, and (b) a family tree showing the genetic relationships between all Strains studied or prepared in connection with the activities performed under the Collaboration Agreement, to enable TOTAL to utilize the license granted in Section 2.A(i)(b).

(v) For clarity, the information, know-how and materials disclosed by AMYRIS in any technology transfer or otherwise hereunder shall only be used by TOTAL and its Affiliates and sublicensees and Subcontractors pursuant to the applicable license(s) granted in Section 2.A above and such disclosure is not intended to grant any other rights of use, express or implied.

(vi) At the time of delivery of the Initial Package or the Commercial Technology Transfer Package, as the case may be, Amyris shall also provide to TOTAL, upon its request, the then current capital costs at AMYRIS' Brotas plant and its then current operating expenses for farnesene production.

E. Strain Restrictions. During the Term except as expressly provided in this Agreement (e.g., Section 2.A(i)(b)), without the express written consent of AMYRIS, TOTAL shall:

(i) not, and shall not allow any other Person to, (a) engage in the further optimization of any Commercial Farnesene Strain(s), including using any strain engineering or method of genetic manipulation by any means other than random mutagenesis, and (b) use any other TOTAL Strain other than pursuant to the license set forth in Section 2.A(i)(b), if applicable;

(ii) not, and shall not allow any other Person to, except as expressly permitted in this Agreement, (a) reverse engineer any TOTAL Strain(s), (b) engineer any other strain from the Commercial Farnesene Strain(s) (c) use any TOTAL Strain, or (d) distribute, disclose or transfer any TOTAL Strain, or any AMYRIS Licensed IP, with respect to subsections (a) and (b) of this Section 2.E(ii), for any purpose; and with respect to subsections (c) and (d) of this Section 2.E(ii), for any purpose outside of the scope of licenses granted in Section 2.A above and the subcontracting rights set forth in Section 2.C, and in all such cases, such activities shall be subject to the terms of this Agreement;

(iii) handle, and cause any Strain Recipient to handle, the TOTAL Strain(s) in a safe and prudent manner, in accordance with applicable law and regulations and guidelines used by AMYRIS in its own activities involving the TOTAL Strains, as provided by AMYRIS to TOTAL;

(iv) not distribute, disclose or transfer (or permit to be distributed, disclosed or transferred) the Intermediate Strain(s) or any other Strain that is a genetic manipulation or modification of any Intermediate Strain (other than the Commercial Farnesene Strain(s) which TOTAL may use as described below) in connection with the exercise of its license under Section 2.A(i)(b), if applicable, to any other Person (except pursuant to and in accordance this Agreement) or to any location other than the following countries: Australia, Brazil, Canada, Japan, Mexico, South Korea, United States, or the countries of the Territory. For clarity, it is understood and agreed that TOTAL and its designees may conduct any licensed activities involving the practice of the licenses granted to TOTAL under Section 2.A(i)(a), (d), (e), or (f) (e.g. use of a Commercial Farnesene Strain for production of Licensed Products as well as any downstream processing of Licensed Products) in any location such entities deem appropriate; provided, if TOTAL or its designees intend to conduct the Manufacture of farnesene in any country other than: Australia, Brazil, Canada, Japan, Mexico, South Korea, United States and the countries of Territory, TOTAL shall notify AMYRIS at least sixty (60) days prior to the selection of the applicable country as a farnesene manufacturing location. If AMYRIS believes that the farnesene Manufacture in such identified country would pose material risk that the conduct of such activities could jeopardize any Commercial Farnesene Strain, including loss of

trade secret status with respect to the Commercial Farnesene Strain or any material information with respect thereto or to the related manufacturing process, AMYRIS shall identify such risks with particularity and provide reasonable evidence that the existing precautionary measures provided in this Agreement are insufficient with respect to such material risks. In any such case, the Parties shall discuss in good faith such risks and other reasonable precautionary measures that could be taken to mitigate such risks. In the event the Parties agree on such other precautionary measures, then such measures shall constitute the "**Precautionary Measures**". In the event the Parties do not agree on whether any Precautionary Measures should be established or the nature of such Precautionary Measures, either Party may refer the matter to the dispute resolution procedures under Sections 8.A and 8.B for determination of (a) whether any Precautionary Measures should be established and (b) if so, the nature of such Precautionary Measures. TOTAL shall implement any Precautionary Measures (whether mutually agreed or established pursuant to the preceding sentence) prior to engaging in the licensed activities in the applicable country and shall maintain any such Precautionary Measures in place for so long as such activities are being conducted;

(v) ensure that any sublicensee, Subcontractor or Strain Recipient shall be expressly bound in writing to the provisions set forth in this Section 2.E; and

(vi) With regard to TOTAL's exercise of its license in Section 2.A(i)(b), the terms in this Section 2.E supersede any and all limitations on TOTAL's ability to modify or optimize the Farnesene Strain(s) using only random mutagenesis that are contained in other contracts between the Parties, including without limitation, those set forth in Section 6.2(c) or 6.3(a) of the Collaboration Agreement or paragraph 13 of the Second Amendment to the Collaboration Agreement.

F. Reporting, Audit and Inspection Rights. This Section 2.F shall apply to any Third Party that Manufactures farnesene for TOTAL (each a "**Third P arty M anu factu rer**") or, if TOTAL Manufactures Licensed Products itself, to TOTAL and to any other Strain Recipient. AMYRIS shall have the right, upon reasonable prior notice and during normal business hours, at agreed times to inspect those portions of facilities at which farnesene is Manufactured or where any TOTAL Strain is used where such activities occur, and the books and records of Third Party Manufacturer or TOTAL or other Strain Recipient, as applicable, relating specifically to such Manufacture or any TOTAL Strain, including any Manufacturing batch records for the Manufacture of farnesene. At the request of any Third Party Manufacturer, AMYRIS shall enter into a customary confidentiality agreement with the Third Party Manufacturer in form and substance reasonably acceptable to the Manufacturer to keep the results of such inspection confidential, provided that AMYRIS may (i) share with TOTAL the results of any such inspections, and (ii) use and disclose such results to the extent reasonably necessary to enable TOTAL to enforce its rights under its contract with the Third Party Manufacturer. TOTAL or any Third Party Manufacturer, as applicable, shall deliver to AMYRIS a once-monthly summary report relating to any Manufacture conducted using any TOTAL Strain and such other customarily-maintained information regarding such Manufacture as may be reasonably requested by AMYRIS.

G. No Implied Rights. For the avoidance of doubt, (i) TOTAL and its Affiliates shall have no right, express or implied, with respect to any intellectual property rights of AMYRIS or any of its Affiliates, except as expressly provided in this Agreement or the Collaboration Agreement and (ii) AMYRIS and its Affiliates shall have no right, express or implied, with respect to any intellectual property rights of TOTAL or any of its Affiliates, except as expressly provided in this Agreement or the Collaboration Agreement.

H. By-Products.

(i) As used in this Section, "**Third P arty C onflict**" is a conflict between (a) a proposed grant of a non-exclusive license to TOTAL under Section 2.A(i)(e) with respect to a potential Known By-Product or Known By-Product and (b) a written agreement between AMYRIS and a Third Party granting an exclusive license or other exclusive commercial rights (e.g. non-competition) to such Third Party for the applicable potential Known By-Product or Known By-Product for one or more uses, which contractual right is in effect at the time of designation of the applicable By-Product as a Known By-Product, which written agreement either (x) precludes designating such By-Product as a Known By-Product for any uses, or (y) excludes one or more uses from the TOTAL's non-exclusive license for such Known By-Product(s) for one or more specific uses (including the making of a particular Known By-Product from a non-conflicting By-Product and using such Known By-Product for one or more specific excluded uses). In the event that a Third Party Conflict exists for some but not all uses for a particular Known By-Product, the Third Party Conflict shall only apply to these limited uses.

(ii) As used in this Section, a "**P otentialThird P arty C onflict**" is a conflict between (a) a proposed grant of a non-exclusive license to TOTAL under Section 2.A(i)(e) with respect to any potential Known By-Product or Known By-Product, and (b) any arrangement that AMYRIS is negotiating in good faith with a Third Party pursuant to a written term sheet in which AMYRIS has offered to grant an exclusive license or other exclusive commercial rights (e.g. non competition) with regard to any such By-Products for one or more uses, and timely notified TOTAL pursuant to Section 2.H(iii) below, provided that such term sheet (whether or not binding) either (x) precludes designating such By-Product as a Known By-Product or (y) specifically excludes one or more uses from TOTAL's non-exclusive license for such Known By-Product(s) (including the making of a particular Known By-Product from a non-conflicting By-Product and using such Known By-product for one or more specific excluded uses). If there is a Potential Third Party Conflict, the applicable By-Product shall not be designated as a Known By-Product (or in the case of a Known By-Product as of the Effective Date, shall be suspended unless and until the first to occur of: (a) AMYRIS ceases such negotiations, or (b) AMYRIS has not completed such negotiations with the Third Party with which it was negotiating as of the date of AMYRIS' notice of the Potential Third Party Conflict within twelve (12) months after such receipt or delivery of notice (the "**N egotiation P eriod** "). If AMYRIS timely concludes such negotiations and enters a definitive agreement with such Third Party, then the Potential Third Party Conflict with respect such agreement would become a Third Party Conflict. In the event that a Third Party Conflict exists for some but not all uses for a particular Known By-Product, the Third Party Conflict shall only apply to these limited uses.

(iii) Within three (3) weeks after the Effective Date, AMYRIS shall notify TOTAL of all Third Party Conflicts with respect to the Known By-Products identified as of the Effective Date and Total, on the behalf of TOTAL, may, at its election, initiate the verification process as provided for in Section 2.H.(vii). With respect to Known By-Products identified as of the Effective Date, AMYRIS shall not enter into any term sheet that would conflict with the rights granted to TOTAL hereunder and/or any exclusive agreement with any Third Party after the Effective Date.

(iv) During the Term of this Agreement, if (x) AMYRIS in the course of performing the Biofene Development Project or (y) TOTAL identifies any By-Products that are not then Known By-Products, it shall notify the other Party in writing and identify such By-Product (by chemical structure, if possible, and if not, by some other unambiguous manner of characterization) and prevalence relative to the Licensed Product. Upon receipt of such notice, such By-Product shall be designated as a Known By-Product (and listed on Exhibit D) unless, within forty-five (45) days of AMYRIS' receipt or delivery of such notice, AMYRIS notifies TOTAL of a Third Party Conflict(s) with respect to such By-Product that prevents such By-Product from being designated as a Known By-Product, in which case such By-Product will not be designated as a Known By-Product, except as otherwise provided in this Section 2.H.

(v) If AMYRIS fails to identify a Third Party Conflict or Potential Third Party Conflict within the applicable time frame set forth above, with respect to (a) a particular potential Known By-Product, then such potential Known By-Product shall be a Known By-Product and automatically be listed on Exhibit D hereto, and (b) a Known By-Product, then any such unidentified Third Party Conflict shall not limit TOTAL's non-exclusive license hereunder with regard thereto.

(vi) If at any time a Potential Third Party Conflict and/or a Third Party Conflict, as applicable, that previously existed has, in part or in whole, been reduced or eliminated for one or more Known By-Products or for any By-Product denied designation as a Known By-Product, AMYRIS will within thirty (30) days notify TOTAL in writing, identifying for each By-Product all remaining limitations on such use, and the list of Third Party Conflict(s) will, with regard to such affected By-Products, be automatically modified accordingly.

(vii) In the event that TOTAL desires verification of the scope or applicability of any Third Party Conflict with respect to any particular Known By-Product or By-Product denied designation as a Known By-Product, then on or after receipt of notice of the applicable Third Party Conflict, TOTAL shall notify AMYRIS in writing, and AMYRIS shall make available a copy of all terms of the agreement(s) entered by AMYRIS with Third Parties, which terms give rise to the Third Party Conflict(s) at issue, and any ancillary provisions necessary to fully interpret such Third Party Conflict(s), to a mutually acceptable, conflict-free attorney practicing in the United States at a nationally recognized law firm and who has an college or advanced degree in chemistry for the sole purpose of determining whether AMYRIS has accurately described the scope or applicability of the license grant or other restrictions that comprise the Third Party Conflict(s) with regard to the applicable Known By-Product or By-Product denied designation as a Known By

Product so that TOTAL can be informed of the information described in the following sentence. Subject to obligations of confidentiality to AMYRIS, such attorney may disclose to TOTAL, with respect to any particular Known By-Product or By-Product denied designation as a Known By-Product, the scope of the license(s) and applicable restrictions (including, the uses, geographies and time periods) comprising the Third Party Conflict under the applicable Third Party agreement, but not the provisions themselves. The costs of any such determination shall be borne by TOTAL (or its designee).

(viii) In the event that there are limits on the ability of TOTAL to commercialize a particular Known By-Product or By-Product denied designation as a Known By-Product due to Third Party agreements previously entered by AMYRIS, at the request of TOTAL, AMYRIS and TOTAL shall discuss in good faith structures and, if possible, terms for the commercialization of such Known By-Product or By-Product denied designation as a Known By-Product, consistent with AMYRIS' existing obligations to Third Parties.

I. License to AMYRIS. Subject to the terms of this Section 2.I, TOTAL hereby grants to AMYRIS a non-exclusive, worldwide, sublicensable, fully-paid up, royalty-free right and license under the TOTAL Independent Strain Engineering Patents to develop Strains to Make and Sell isoprenoids except farnesene for use in or as Jet Products; however, the license with respect to Diesel Products shall be subject to the limitations in Section 2.A(iii). The license granted to AMYRIS herein may not be terminated other than as specified in this Section. In the case of a material breach (but only in the case of a material breach) of the relevant license, TOTAL shall have the right to terminate the license in accordance with the following. If TOTAL believes any such breach by AMYRIS has occurred, TOTAL shall within thirty (30) days provide written notice to AMYRIS describing the specific alleged material breach. If a material breach is not cured within sixty (60) days of AMYRIS's receipt of such notice, then TOTAL may terminate the applicable license with further written notice to AMYRIS (A) immediately at the end of such sixty (60) day period, if AMYRIS has not contested the allegation, or (B) if AMYRIS has contested such allegation, only upon a final written determination, if any, of an arbitrator in a proceeding subject to Section 8.B that an uncured material breach has occurred. For clarity, in the case of any dispute between the Parties as to whether any uncured material breach has occurred that would permit TOTAL to terminate the license, no notice of termination may be given and no such termination shall be effective until the final resolution of a dispute resolution proceeding conducted pursuant to Section 8.B, and such license may only be terminated if the arbitrator finally determines an uncured material breach has occurred. For purposes of determining whether a material breach that would trigger a right of termination under Section has occurred, any Affiliate of AMYRIS shall be treated as if it was AMYRIS.

In the event that any subcontractor or sublicensee of AMYRIS violates this Section, then such violation may provide a basis for a material breach and termination of this license, but only if AMYRIS fails to use commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with such subcontractor or sublicensee and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity. Unless terminated as set forth in this Section, the foregoing license shall remain in

effect after a termination of this Agreement by AMYRIS under Article 7.C. Each agreement in which AMYRIS grants a sublicense under, or authorizes a subcontractor to practice, any TOTAL Independent Strain Engineering Patents shall require such subcontactor or sublicensee to agree that TOTAL shall be an intended third party beneficiary of such agreement with a right to directly enforce against the sublicensee or subcontractor any uncured material breach of such agreement, to the extent that (1) such a breach relates to a breach of the scope of the sublicense under the TOTAL Independent Strain Engineering Patents and (2) AMYRIS fails to act reasonably to remedy any such breach. In all cases, TOTAL shall have the rights to seek any remedies available at law or in equity for any breach.

ARTICLE3. OWNERSHIP AND PATENT MATTERS

A. Ownership.

(i) Biofene Development Project and Collaboration Agreement Inventions. TOTAL and AMYRIS agree that the ownership of, and rights to, any and all Inventions developed, conceived, or reduced to practice in whole or in part by AMYRIS and/or TOTAL in the performance of the Biofene Development Project or the Collaboration Agreement shall be governed by Section 6.1(d) of the Collaboration Agreement.

(ii) TOTAL Inventions. Unless otherwise agreed in writing by the Parties, TOTAL shall be the sole owner of any Inventions that are conceived and reduced to practice by TOTAL or its Affiliates, subcontractors, or Sublicensees, including any conceived and reduced to practice by TOTAL or its Affiliates, subcontractors, or Sublicensees in the practice of the licenses in Section 2.A(i), and any such Invention shall be TOTAL Non-Collaboration IP. For clarity, (a) Inventions conceived and reduced to practice by TOTAL or its Affiliates, subcontractors, or Sublicensees in the practice of the licenses in Section 2.A(i) shall not be governed by Section 6.1(d) of the Collaboration Agreement; and (b) notwithstanding the license from TOTAL under Section 2.I, AMYRIS (and its Affiliates and sublicensees of such license) shall not by virtue of such license be considered as Sublicensees of TOTAL.

B. Prosecution and Maintenance of Patents.

(i) Collaboration Agreement. TOTAL agrees that with respect to the Inventions deemed to be Collaboration IP pursuant to 3.A(i) above, the patent prosecution and maintenance provisions of Section 6.8 of the Collaboration Agreement apply with respect to any Patents filed with respect thereto.

(ii) Patent Maintenance. AMYRIS shall comply with the terms of Section 4.D(i) below.

(iii) TOTAL-Owned Patents. TOTAL shall at its discretion and expense, conduct and be responsible for the prosecution and maintenance of patent applications it files with respect to Inventions owned by it pursuant to Section 3.A(ii) above.

C . Information Rights. To the extent that TOTAL would not already be entitled to the following reports and information pursuant to the Collaboration Agreement, then:

(i) Status Reports. AMYRIS shall provide to TOTAL at least quarterly, or on such other schedule as the Parties may agree, a status report on the prosecution and maintenance of patent applications and patents within the AMYRIS Licensed IP. In addition, AMYRIS shall provide TOTAL with periodic updates regarding Inventions (including intellectual property) generated in connection with the Biofene Development Project and/or that specifically relate to Licensed Products, decisions to file (or not file) patent applications with respect to such Inventions, and the status of any patent applications filed with respect to such Inventions.

(ii) Review Rights. To allow TOTAL to be informed with respect to AMYRIS Licensed IP licensed to TOTAL under this Agreement, TOTAL shall have the right, on reasonable notice, to inspect and review the following records maintained by AMYRIS relating to the information contained in those certain Biofene Development Project weekly reports and quarterly reports provided under the Collaboration Agreement and the associated documentation forming the basis of such reports, including at least, standard operating protocols, procedures, batch records, reports regarding deviations, laboratory notes, bioinformatic and genomic data, detailed fermentation performance data in the laboratory, pilot plant or manufacturing runs, in each case, solely to the extent necessary (or in the case of the AMYRIS Farnesene Production IP included therein, materially useful) for TOTAL (or its sublicensees or Subcontractors) to exercise its rights or perform its obligations under this Agreement and, for clarity, provided that AMYRIS shall not be required to create any documents not already in existence for the sole purpose of complying with this clause 3.C(ii).

D. Patent Enforcement.

(i) Notice. Each of AMYRIS and TOTAL shall promptly notify the other in writing of any existing or threatened infringement or misappropriation by any Third Party of any AMYRIS Licensed IP licensed to TOTAL under this Agreement, which infringement or misappropriation could reasonably be expected to have a material adverse effect on the ability of TOTAL or its designees to Make and/or Sell one or more Licensed Products in the Field in the Territory ("**Infringement**") of which it becomes aware, and upon reasonable request (and subject to an applicable common interest agreement) shall provide all evidence in its possession demonstrating such Infringement (other than information that such Party is prevented from disclosing due to confidentiality or other similar obligations).

(ii) Collaboration Agreement. The Parties agree that the patent enforcement provisions of Section 7.2 of the Collaboration Agreement shall govern any intellectual property that is the subject thereof and agree to be bound by such provisions, except as expressly provided below.

(a) AMYRIS. AMYRIS shall have the first right (but not the obligation) to enforce any issued Patent(s) within the AMYRIS Licensed IP claiming the

use of any Licensed Product(s) in the Field in the Territory, including without limitation European Patent application EP 2084249, against any Third Party infringement (including any declaratory judgment with respect to Third Party non-infringement) that would adversely affect the business of TOTAL relating to Licensed Products in the Field in the Territory and to conduct the defense in connection with any such action. At the request of AMYRIS or TOTAL, TOTAL and AMYRIS shall discuss means to cease any such infringement. If AMYRIS fails to commence a proceeding to cease any such infringement within one hundred twenty (120) days of becoming aware of such an infringement, TOTAL shall have the right to commence and control proceedings to cease any such infringement. In each case, the enforcing Party may retain any damages recovered in any such proceeding. In any enforcement proceeding that is the subject of this Section 3.D(ii)(a), TOTAL (and its Affiliates and sublicensees) or AMYRIS, as the case may be, shall join in any such proceeding, at the enforcing Party's request or if required by applicable law, in each case at the enforcing Party's expense. In a case in which TOTAL is enforcing under this Section 3.D(ii)(a), AMYRIS and TOTAL shall seek to develop a litigation strategy that will cease the infringement while limiting any adverse impact on the other businesses of AMYRIS or any of its Affiliates or licensees.

(b) TOTAL. For any Patents or other intellectual property owned by TOTAL, TOTAL shall have the sole right, at its expense, to enforce and defend such Patents or other intellectual property (including without limitation, any declaratory judgment actions) and to retain any recovery.

(c) Cooperation. In connection with any claim, suit or proceeding subject to this Section 3.D (including per Section 7.2 of the Collaboration Agreement), the Parties shall cooperate with each other (in the case of enforcement by TOTAL, at the expense of TOTAL) and shall keep each other reasonably informed of all material developments in connection with any such claim, suit or proceeding.

(d) Settlement. In connection with any claim, suit or proceeding subject to this Section 3.D(ii), neither Party shall enter into any settlement agreement with any Third Party that would conflict with rights granted to the other Party under this Agreement, or impose any obligations on such other Party (beyond those already included herein), without the prior written consent of such affected Party, which consent shall not be unreasonably withheld.

E. Infringement of Third Party Rights.

(i) If a Licensed Product becomes the subject of a claim or assertion of infringement of a Third Party Patent granted in any jurisdiction, the Party first learning of such claim or assertion shall promptly notify the other Party in writing, and shall provide all information relating thereto (other than information that such Party is prevented from disclosing due to confidentiality or other similar obligations).

(ii) In the event of such a Third Party claim of infringement, any Party that is the subject of such claim or assertion under this Section 3.E may defend itself in its sole discretion and at its sole expense; provided, however, that (a) the Party that is the

indemnifying Party with respect to such claim pursuant to the terms of Section 5 or (b) the Party designated in writing by the Parties may control the conduct of any proceeding and in such case the procedures set forth in Section 5.A shall govern the defense of such action. In any such case, the Indemnified Party shall cooperate with the Indemnifying Party with such defense; provided, if there is a conflict of interest between the Parties, the Indemnified Party shall be entitled to be represented by separate counsel at the Indemnifying Party's expense. In a case in which TOTAL is defending an action under this Section 3.E(ii)(b), AMYRIS and TOTAL shall seek to develop a litigation strategy to defend the claim while limiting any adverse impact on the other businesses of AMYRIS or any of its Affiliates or other licensees.

(iii) In connection with any such claim of infringement, TOTAL and AMYRIS shall cooperate in the defense of any such action at the request and expense of the Party controlling such action, unless there is a material conflict of interest that would prevent such cooperation.

(iv) In connection with any claim, suit or proceeding that is the subject of this Section 3.E, neither Party shall enter into any settlement agreement with any Third Party that would conflict with rights granted to the other Party under this Agreement, or impose any obligations on such other Party (beyond those already included herein), without the prior written consent of such affected Party, which consent shall not be unreasonably withheld.

F. Common Interest Disclosures and Agreement. With regard to any information, materials or opinions disclosed relating to the freedom to operate under the licenses granted hereunder, which information, materials or opinions are regarding intellectual property or technology owned by Third Parties that may affect the conduct of TOTAL and the activities contemplated by this Agreement, the Parties agree that they have a common legal interest in determining whether, and to what extent, such Third Party intellectual property rights may affect the conduct of TOTAL and the activities contemplated by this Agreement, and have a further common legal interest in defending against any actual or prospective Third Party claims based on allegations of misuse or infringement of intellectual property rights relating to TOTAL. All such information, materials and opinions will be treated if applicable as protected by the attorney-client privilege, the work product privilege, and any other privilege or immunity from discovery that may otherwise be applicable. By sharing any such information, materials or opinions, neither Party intends to waive or limit any privilege or immunity from discovery that may apply to the shared information and materials. Neither Party shall have the authority to waive any privilege or immunity on behalf of the other Party without such other Party's prior written consent, nor shall the waiver of privilege or immunity resulting from the conduct of one Party be deemed to apply against the other Party. With regard to the prosecution of Patents for intellectual property governed by the Collaboration Agreement, the Parties have executed a Common Interest Agreement. For other relevant matters, the Parties shall enter into a reasonable common interest agreement, with the consent to the terms not to be unreasonably withheld.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Mutual Representations and Warranties. TOTAL hereby makes the following representations and warranties to AMYRIS, and AMYRIS hereby makes the following representations and warranties to TOTAL, in each case as of the Effective Date:

(i) It is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized. It has all requisite corporate power and authority to own its respective properties and to carry on its respective business as conducted as of the date of this Agreement and as proposed to be conducted. It has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(ii) All corporate action on the part of it, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, has been taken or shall be taken prior to the date of this Agreement, and this Agreement, when executed and delivered by it, shall constitute a valid and legally binding obligation of it, enforceable against it in accordance with its terms except to the extent that (a) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights generally and (b) the remedy of specific performance or injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(iii) The execution, delivery and performance of this Agreement (with or without the giving of notice, the lapse of time or both) and the consummation of the transactions contemplated hereby, (a) do not require the consent of any Third Party; (b) do not conflict with, result in a breach of, or constitute a default under, its organizational documents or any other material contract or agreement to which it is a party or by which it may be bound or affected; and (c) do not violate in any material respect any provision of applicable law or any order, injunction, judgment or decree of any Governmental Entity by which it may be bound, or require any regulatory filings or other actions to comply with the requirements of applicable law, except to the extent that either Party is required to file any notification pursuant to applicable anti-trust or competition laws. It is not a party to, nor is it bound by, any agreement or commitment that prohibits the execution and delivery of this Agreement.

(iv) No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it are pending or threatened, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

(v) There is no action, suit, proceeding or investigation pending or threatened against it which questions the validity of this Agreement. It is not in violation of any applicable law in respect of the conduct of its business or the ownership of its properties which violation would have a material adverse effect on its business or the

ownership of its properties, and it shall undertake its obligations hereunder in accordance in all material respects with applicable law.

B. Covenants of TOTAL. During the Term:

(i) TOTAL and its Affiliates shall have valid arrangements with all of its Subcontractors, consultants and employees that are enforceable in accordance with its terms, except as enforcement may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally, and are sufficient to assign all of their rights, title and interest in and to all Inventions or other technology or intellectual property developed or created by them in connection with this Agreement to TOTAL or its Affiliates, as applicable, in order to effect the ownership principles set forth in Section 3.A.

(ii) TOTAL shall not enter into any agreement, contract, lease, license, instrument or other arrangement with a Third Party that results in a breach of or constitutes a default under this Agreement.

(iii) TOTAL and its Affiliates, Subcontractors, and sublicensees shall not

(a) exercise the licenses granted in Section 2.A outside the Field or (b) knowingly sell Licensed Products to customers for any use outside the Territory or for any use within the Territory that is outside the Field.

(iv) TOTAL shall not, and shall use reasonable efforts to ensure that its Affiliates, Subcontractors, sublicensees and customers do not, use or sell any Licensed Product for any use outside the Territory or for any use within the Territory that is outside the Field.

C. Representations and Warranties of AMYRIS. AMYRIS represents and warrants, as of the Effective Date, that:

(i) AMYRIS and/or its Affiliates (a) owns and possesses sufficient right, title and interest in the AMYRIS Licensed IP to grant the rights granted herein, (b) has a valid and enforceable written license to the AMYRIS Licensed IP that includes the right to sublicense to the extent of the licenses granted herein and/or (c) has obtained all necessary consents of any Third Party required, for AMYRIS and/or any of its Affiliates to grant the licenses and sublicenses to TOTAL with respect to the AMYRIS Licensed IP granted herein.

(ii) The non-financial terms of this Agreement are no less favorable than those licenses that AMYRIS grants to other partners for the Manufacture of farnesene and/or farnesane.

(iii) AMYRIS has provided to TOTAL an accurate and complete list of all existing agreements between AMYRIS (and/or its Affiliates) and Third Parties that provide to AMYRIS (and/or its Affiliates) licenses or other rights to AMYRIS Licensed IP that AMYRIS believes may be necessary for the practice of the AMYRIS Licensed IP by TOTAL with respect to the Licensed Products under the licenses granted in Section

2.A(i)(a), (c), and (d), and has disclosed to TOTAL all terms in such agreements that would impose any obligations on TOTAL beyond those set forth in this Agreement.

(iv) The AMYRIS Licensed IP is subject to no Liens and/or other restrictions and/or limitations, in each case which would prevent the grant to TOTAL of the licenses set forth herein on the terms and conditions set forth herein, and neither AMYRIS nor any of its Affiliates has granted any Third Party any rights under the AMYRIS Licensed IP or the Strain Improvement Technology in the Field that would conflict with the licenses granted to TOTAL herein.

(v) Neither AMYRIS nor any of its Affiliates is in material breach of any of its agreements with Third Parties and no Third Party has notified AMYRIS and/or any of its Affiliates of any material breach of such Third Party Agreement(s), in each case that remains uncured and which would result in a material adverse effect on the ability of AMYRIS and/or its Affiliates to perform its obligations hereunder. AMYRIS and/or its Affiliates have not received written notice from any licensor under a Third Party Agreement purporting to terminate, and/or restrict the scope of, AMYRIS' rights under such Third Party Agreement by reason of any action and/or omission of AMYRIS and/or its Affiliates.

(vi) Except as provided by AMYRIS to TOTAL prior to the Effective Date, AMYRIS and its Affiliates (a) have not received any communications alleging that any use of the AMYRIS Licensed IP by AMYRIS or any of its Affiliates has violated, infringed or misappropriated or would violate, infringe or misappropriate any of the intellectual property of any other person or entity and (b) has no Knowledge of any Third Party infringement, misappropriation or violation of any AMYRIS Licensed IP**.**

(vii) To its Knowledge, there are no pending or issued patent rights of any Third Party that foreclose practice of any AMYRIS Licensed IP for the following purposes:

(a) to make farnesene using the Mevalonate Pathway or (b) to Make and Sell Licensed Products.

(viii) Novvi, per Section 5.2 of the IP License Agreement, has (a) agreed that AMYRIS and/or its Affiliates solely and exclusively own the AMYRIS Biofene Manufacturing Technology and (b) has assigned exclusively to AMYRIS all rights, title, and interest in and to any and all inventions, discoveries, data and information, whether or not copyrightable or patentable, conceived, reduced to practice, made, observed or developed (together with all intellectual property rights related thereto) by or on behalf of Novvi or its Affiliates or sublicensees, solely or jointly with others, or jointly by or on behalf of AMYRIS and Novvi (or their respective Affiliates, employees, sublicensees, contractors, or agents), in each case that are based upon, derived from, incorporating, in connection with, or related to the Amyris Biofene Manufacturing Technology. The " **AMYRIS Biofene Manufactu ring Technology**" are patents and know-how that are controlled by AMYRIS and are necessary or reasonably useful for the development, making (and having made), offering for sale, sale, and importing of farnesene itself, including, but not limited to, Farnesene Strains and any patents and know-how related to the genetic engineering of such Farnesene Strains, the fermentation methods for making

farnesene, the methods of recovery of farnesene from fermentation broth, the processes of isolating farnesene directly from fermentation broth, and the methods of purifying farnesene.

(ix) To its Knowledge: (a) there is no claim by any Person contesting the validity and/or enforceability of the Patents within the AMYRIS Licensed IP, and/or use and/or ownership of the AMYRIS Licensed IP, is currently outstanding and/or threatened, and (b) there is no pending (i.e., filed and/or requested) interference and/or litigation that involves any of the Patents within the AMYRIS Licensed IP licensed hereunder.

D. AMYRIS' Covenants. AMYRIS hereby covenants that during the Term:

(i) AMYRIS and its Affiliates shall timely pay all maintenance costs, annuity payments and similar fees due with respect to all Patents within the AMYRIS Licensed IP issued in the following countries: United States, Europe (in any country(ies) where any European Patent was validated), Brazil, Canada, China, India, and Japan. AMYRIS shall notify TOTAL prior to abandoning any other issued Patents within the AMYRIS Licensed IP with respect to which TOTAL has an enforcement right pursuant to Section 3.D and afford TOTAL an opportunity to pay the maintenance fees and annuity payments associated with such Patents, and if TOTAL makes such payments, AMYRIS and each of its Affiliates shall promptly assign to TOTAL its entire right, title and interest in such Patent. To the extent that AMYRIS has an obligation to assign a Patent to TOTAL under this paragraph and also to assign the same Patent to JVCO under the Amended and Restated JVCO Jet Fuel Agreement, AMYRIS' obligations under this Agreement shall take precedence. AMYRIS shall notify TOTAL if any Patents within the AMYRIS Licensed IP become subject to an interference, reissue, or re-examination. In such event, if AMYRIS elects not to undertake commercially reasonable efforts to respond to such interference, reissue or re-examination and defend the claims at issue, then it shall notify TOTAL and afford TOTAL the right to respond thereto. Notwithstanding the foregoing, TOTAL's rights with respect to prosecution under this clause (i) shall apply with respect to in-licensed AMYRIS Licensed IP only to the extent that AMYRIS has the right to afford TOTAL such rights, e.g., AMYRIS controls prosecution of the applicable patent applications or patent rights under the applicable license agreement. To the extent that AMYRIS has an obligation to allow TOTAL to respond to an interference, reissue or reexamination under this paragraph and also to allow JVCO to respond to the same interference, reissue or re-examination under the Amended and Restated JVCO Jet Fuel Agreement, AMYRIS' obligations under this Agreement shall take precedence.

(ii) For so long as any Third Party Agreement is necessary or materially useful for TOTAL to Make and Sell the Licensed Products in the Field in the Territory using a Commercial Farnesene Strain ("**Subject Third Party Agreement**"), (a) with respect to Subject Third Party Agreements that are necessary for TOTAL to practice the licenses in Section 2.A(i)(a), (b), (c), or (d), AMYRIS shall, and shall cause each of its Affiliates to, comply with all of its obligations under the Subject Third Party Agreements and will not terminate or amend such Subject Third Party Agreement in each case in any manner which diminishes the licenses to TOTAL or increases any obligations of TOTAL with respect to the AMYRIS Licensed IP that is subject to such Subject Third Party

Agreement ("**Detriment**") without the consent of TOTAL and (b) with respect to Subject Third Party Agreements that are materially useful for TOTAL to practice the licenses in Section 2.A(i)(a), (b), (c), or (d), AMYRIS shall provide advance written notice to TOTAL in connection with terminating or amending such Subject Third Party Agreement that would result in a Detriment. In addition, AMYRIS will, and will cause each of its Affiliates to, notify TOTAL promptly, if AMYRIS and/or any of its Affiliates receives notice, whether or not there is a cure period, from a Third Party that AMYRIS and/or any of its Affiliates and/or other licensees is in material breach of any such Subject Third Party Agreement if such material breach could result in a Detriment, and/or notice from any Third Party which purports to modify and/or terminate any such Subject Third Party Agreement in a manner that would cause a Detriment. AMYRIS will and will cause its Affiliates to take prompt and commercially reasonable steps to cure any such breach. AMYRIS acknowledges that any breach of such Subject Third Party Agreement(s) by AMYRIS and/or its Affiliates may result in damage to TOTAL with respect to the subject AMYRIS Licensed IP, which may include loss of license rights to such AMYRIS Licensed IP and/or monetary damages. For any Subject Third Party Agreement entered into by AMYRIS after the Effective Date that satisfies the criteria above, AMYRIS agrees that it will use commercially reasonable efforts to obtain an agreement from the licensor that TOTAL can continue with its sublicense if the license to AMYRIS under the applicable Subject Third Party Agreement is terminated, that TOTAL may approach AMYRIS' licensors under the Subject Third Party Agreements for the limited purpose of obtaining an agreement from such a licensor that TOTAL can continue with it sublicense if the license to AMYRIS under the applicable Subject Third Party Agreement is terminated, and AMYRIS agrees that it shall facilitate such contact, on TOTAL's request, and AMYRIS will not object to such an agreement.

(iii) AMYRIS shall not enter into any agreement, contract, lease, license, instrument or other arrangement with a Third Party that results in a breach of or constitutes a default under this Agreement or that would conflict with the licenses and rights granted to the TOTAL hereunder.

(iv) No member of the AMYRIS Family other than a Third Party Acquirer shall commercialize, or grant any Third Party any rights to commercialize, any isoprenoid or isoprenoid-derived compound for a Diesel Product in the Field in the Territory or otherwise conduct or authorize any activity in conflict with the licenses granted in Section 2, provided that the exercise of its retained rights hereunder as set forth in Section 2.A(iii) above shall not be construed as a violation of this clause (iv).

(v) Except as expressly contemplated in Section 2.A(i)(d), TOTAL shall not be obligated to pay to AMYRIS any fees of any type (including royalties, milestones, maintenance, sublicense, etc.) beyond any amounts due under Section 2.A(v) or Section 2.B for its use, license, sublicense and/or any other commercial exploitation of the licenses granted TOTAL herein with respect to the AMYRIS Licensed IP.

(vi) AMYRIS shall promptly inform TOTAL if AMYRIS and/or any of its Affiliates becomes aware of any action, suit, investigation and/or proceeding pending and/or threatened before any arbitrator and/or any governmental authority, in each case, to

which AMYRIS or any of its Affiliates is a party, which could reasonably be expected to have a material adverse effect on the ability of TOTAL and/or any of its Affiliates to practice any of the rights granted TOTAL in this Agreement.

(vii) Until the expiration or termination of the Collaboration Agreement, AMYRIS shall not, without prior notice to TOTAL, enter into any grant or contract that may provide any government or non-for profit entity any rights (e.g., rights provided to the U.S. Government under 35 U.S. 200 et seq. or any similar provisions of foreign law) to any patent application or patents resulting from work done in connection with such grant or contract that would be materially useful in connection with the conduct of the Biofene Development Project or to Manufacture farnesene to make Licensed Products or to Make and Sell Licensed Products in the Field in the Territory.

(viii) AMYRIS shall not, and shall not permit any Affiliate to, create, incur, assume or permit to exist any Lien on any Invention within the AMYRIS Licensed IP owned by AMYRIS or its Affiliates as of the Effective Date or hereafter acquired; provided, however, that AMYRIS and its Affiliates shall not be precluded by this clause

(viii) from granting licenses to its Affiliates and Third Parties under the AMYRIS Licensed IP, provided that such licenses do not conflict with the licenses and other rights granted to TOTAL hereunder. For clarity, nothing in this clause (viii) shall restrict the granting by AMYRIS of (a) licenses with respect to products other than Licensed Products, (b) licenses outside the Field or (c) licenses within the scope of AMYRIS' retained rights under Section 2.A(iii).

(ix) AMYRIS shall not, and shall not permit any Affiliate to, use any Known By-Product to Make or Sell any Licensed Product in the Field in the Territory except in connection with the scope of AMYRIS' retained rights under Section 2.A(iii).

(x) AMYRIS shall not amend the terms of the IP License Agreement with regard to its prohibition on Novvi's sale of its by-products for use as diesel fuel in the Territory (the "**Novvi B y-Product Restriction**"), without the express prior written consent of TOTAL.

(xi) In the event that TOTAL or AMYRIS become aware that Novvi has breached the Novvi By-Product Restriction, it shall notify the other providing detailed information. In the event that Novvi breaches the Novvi By-Product Restriction, AMYRIS, upon TOTAL's written request, agrees to use its best efforts to enforce the Novvi By-Product Restriction against Novvi including, if necessary, promptly commencing legal action against Novvi to cease such breach and recover damages for such breach.

(xii) AMYRIS shall not, and shall not assist (by joining as a party or otherwise) any Third Party to, commence or conduct any legal action against TOTAL or its sublicensees or Subcontractors for the production of any By-Products in compliance with the terms of this Agreement.

E. Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE 4, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCT OR PROCESS, OR AS TO THE VALIDITY OR SCOPE OF ANY OF INTELLECTUAL PROPERTY OR THAT THE PRACTICE OF ANY OF INTELLECTUAL PROPERTY WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY OR TOTAL OR ANY OF ITS AFFILIATES.

ARTICLE 5. INDEMNITY; LIMITATION OF LIABILITY

A. Indemnification.

(i) Indemnification by TOTAL. TOTAL shall defend, indemnify, and hold AMYRIS and AMYRIS' officers, directors, employees, and agents (the "**AMYRIS Indemnitees**") harmless from and against any and all damages, liabilities, judgments, recoveries, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), resulting from any claims, suits, actions or proceedings of any Third Party (collectively, "**Claims**") to the extent that such Claims arise out of, are based on, or result from (a) a breach of any of TOTAL's representations, warranties, covenants and/or obligations under this Agreement; (b) the willful misconduct or grossly negligent acts of TOTAL or its Affiliates, or the officers, directors, employees, or agents of TOTAL or its Affiliates in connection with its activities under this Agreement; or (c) the exercise by TOTAL of the licenses granted hereunder (excluding claims for infringement and misappropriation of a Third Party's intellectual property for which AMYRIS is obligated to indemnify TOTAL pursuant to Section 5(A)(ii)(b) below); in each case except to the extent such Claims arise out of, are based on, or result from (x) a breach by AMYRIS of any of AMYRIS' representations, warranties, covenants and/or obligations under this Agreement; or (y) the willful misconduct or grossly negligent acts of AMYRIS, its Affiliates, or the officers, directors, employees, or agents of AMYRIS or its Affiliates.

(ii) Indemnification by AMYRIS. AMYRIS shall defend, indemnify, and hold TOTAL and its Affiliates and each of their officers, directors, employees, and agents (the "**TOTAL Indemnitees**") harmless from and against any and all damages, liabilities, judgments, recoveries, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), resulting from any Claims (as defined in Section 5.A(i) above) to the extent that (A) such Claims arise out of, are based on, or result from (a) a breach of any of AMYRIS' representations, warranties, covenants and/or obligations under this Agreement, (b) any manufacture by TOTAL of farnesene that allegedly has infringed or misappropriated a Third Party's intellectual property, but only to the extent such alleged infringement or misappropriation is directly attributable to TOTAL's adherence to AMYRIS' then approved farnesene manufacturing process (as provided in the Successful Commercial Transfer) licensed from AMYRIS as part of the AMYRIS Licensed IP and not to any deviation or modification from such process made by or on behalf of TOTAL other than a deviation or modification made by TOTAL at the written direction of AMYRIS, (c) the willful misconduct or grossly negligent acts of AMYRIS, its Affiliates, or the officers, directors, employees, or agents of AMYRIS or its Affiliates or (B) such Claims (a) are Patent infringement claims brought by Novvi against TOTAL, (b) allege that one or more of the Licensed Products infringes one or more Patents owned by Novvi and (c) are based

on Inventions conceived and reduced to practice by Novvi; in each case ((A) and (B)), except to the extent such Claims arise out of, are based on, or result from (x) a breach by TOTAL of any of TOTAL's representations, warranties, covenants and/or obligations under this Agreement; or (y) the willful misconduct or grossly negligent acts of TOTAL and its Affiliates or the officers, directors, employees, or agents of TOTAL or its Affiliates.

(iii) Indemnification Procedures. In the event that a Party claiming indemnity under this Section 5.A (the "**Indemnified P arty**") becomes aware of any Claim for which it seeks indemnification from the other Party (the "**Indemnifying Party**"), the Indemnified Party shall: (a) reasonably promptly notify Indemnifying Party thereof, in no event later than ten (10) business days after the Indemnified Party becomes aware of such Claim (provided that failure to provide such notice will not release the Indemnifying Party from any of its indemnity obligations hereunder except to the extent that such failure increases the Indemnifying Party's indemnity obligation); (b) permit the Indemnifying Party to assume control of the defense or settlement of the Claim; (c) at the Indemnifying Party's expense, provide the Indemnifying Party with reasonable cooperation in the defense or settlement thereof; and (d) not settle any such claim without the Indemnifying Party's written consent, not to be unreasonably withheld. The Indemnified Party may participate in and monitor such defense with counsel of its own choosing at its sole expense. If the Indemnifying Party does not assume and conduct the defense of the claim as provided above, (x) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (y) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Section 5.A.

B. Insurance. Prior to the commencement of its operational activities, TOTAL shall acquire, and thereafter maintain, product liability insurance and general commercial liability insurance, to the extent, in amounts and from carriers with quality ratings not lower than industry standards for a similarly situated company, during the Term and thereafter for so long as TOTAL is exercising its license rights granted hereunder and including with respect to TOTAL's facilities used in conducting such activities. TOTAL shall provide to AMYRIS a certificate of insurance evidencing such coverage upon request.

C. Limitation of Liability. EXCEPT IN CIRCUMSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY A PARTY OR ITS AFFILIATES OR WITH RESPECT TO A BREACH OF ARTICLE 6, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE GRANTED HEREUNDER. FOR CLARITY, ANY DAMAGES FINALLY AND ACTUALLY SUFFERED BY AN INDEMNIFIED PARTY (WHETHER BY A FINAL JUDGMENT OF A COURT OF LAW OR THROUGH A SETTLEMENT) ARISING OUT OF A CLAIM FOR WHICH THE INDEMNIFIED PARTY IS INDEMNIFIABLE UNDER THIS ARTICLE 5 SHALL BE DEEMED DIRECT DAMAGES FOR PURPOSE OF THIS SECTION 5.C. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE

ENTITLED TO RECOVER FROM THE OTHER PARTY ANY PUNITIVE DAMAGES HEREUNDER.

ARTICLE 6 .CONFIDENTIALITY

A. Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise provided herein or agreed in writing by the Parties, during the Term and for two (2) years thereafter, each Party shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as permitted in this Agreement or the Collaboration Agreement, any Inventions or other confidential information, including any information relating to any Strain, disclosed to it by the other Party or its Affiliates pursuant to this Agreement (collectively, " **Confidential Information**" of the disclosing Party). Each Party shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own, but in no event less than reasonable care, to ensure that its and its Affiliates' and sublicensees' employees, previous employees, agents, consultants and other representatives do not disclose or make any unauthorized use of the Confidential Information of the other Party. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information. The terms and conditions of this Agreement (but not the existence hereof) shall be the Confidential Information of both Parties. Any Confidential Information disclosed hereunder shall be the Confidential Information of the disclosing Party. The receiving Party is permitted to use such Confidential Information only to the extent permitted in this Agreement or the Collaboration Agreement. Any Inventions owned by AMYRIS under this Agreement (including by reference to the Collaboration Agreement in Section 3.A(i) above) shall constitute Confidential Information of AMYRIS.

B. Exceptions. The obligations of non-disclosure and non-use under Section 6.A shall not apply to any Confidential Information of a disclosing Party if the receiving Party can prove by contemporaneous written documentation or otherwise reasonably demonstrate that such Confidential Information: (1) is at the time of receipt, or thereafter becomes, through no breach of this Agreement or the Collaboration Agreement by the receiving Party, generally known or publicly available; (2) is known by the receiving Party at the time of receiving such Confidential Information; (3) is hereafter furnished to the receiving Party by a Third Party, which is not, to the receiving Party's reasonable knowledge, in breach of any confidentiality obligation related to such information; (4) is independently discovered or developed (in the case of TOTAL, without the practice of the licenses granted hereunder or reference to the AMYRIS Licensed IP or the Confidential Information of AMYRIS, and without use of Confidential Information of AMYRIS under the Collaboration Agreement and without violation of any agreement between AMYRIS and any of its Affiliates, on the one hand, and TOTAL or any of its Affiliates, on the other hand), (5) is the subject of a written permission to disclose provided by the disclosing Party; or (6) is disclosed pursuant to any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given, as soon as reasonably possible, to the disclosing Party so as to give the disclosing Party an opportunity to intervene and provided further that the receiving Party uses reasonable efforts to obtain assurance that the Confidential Information shall be treated confidentially. In addition,

each Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary in the following instances:

(i) filing or prosecuting Patents as permitted by this Agreement (but such disclosure must comply with Section 6(C) below);

(ii) regulatory filings for products to which such Party has a license or a right to develop hereunder;

(iii) prosecuting or defending litigation as permitted by or relating to this Agreement;

(iv) otherwise required by law or the requirements of a national securities other similar regulatory body; provided that the receiving Party shall (a) provide the disclosing Party with reasonable advance notice of, and an opportunity to comment on, any such required disclosure, to the extent such advance notice is legally permitted, (b) if requested by the disclosing Party, and at the disclosing Party's expense, seek confidential treatment with respect to any such disclosure to the extent available, and (c) use good faith efforts to incorporate the comments of the disclosing Party in any such disclosure or request for confidential treatment;

(v) complying with applicable Legal Requirements or governmental requests;

(vi) disclosure to its Affiliates, licensees, sublicensees and Subcontractors and their respective representatives, who reasonably need to know such Confidential Information for the purpose of performing the obligations or exercising its license rights as described in this Agreement and internal reporting to its Affiliates, provided, in each case, each Party shall be responsible for ensuring that all such representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose the same to any unauthorized person; or

(vii) to underwriters or investors or potential investors or their counsel or accountants in connection with a Monetization (as defined in Section 13.6 of the Collaboration Agreement) or other investment transaction (and to its and their respective Affiliates, representatives and financing sources); provided, however, that each such Third Party to whom information is disclosed will (a) be subject to obligations of confidentiality substantially similar hereunder, (b) be informed of the confidential nature of the Confidential Information so disclosed, and (c) agree to hold such Confidential Information subject to the terms thereof; provided, that the disclosure rights shall not apply with respect to the other Party's intellectual property.

C. Public Disclosures of Technical Information. If TOTAL seeks to publish any technical information relating to any Strain, the substance of which has not been previously approved by AMYRIS for publication or disclosure, TOTAL shall first provide to AMYRIS the material proposed for disclosure or publication, such as by oral presentation, manuscript or abstract, and AMYRIS shall have the right to review and

comment on all such material. Before any such material is submitted for publication, TOTAL shall deliver a complete copy to AMYRIS at least sixty (60) days prior to submitting the material to a publisher or initiating any other disclosure. AMYRIS shall review any such material and give its comments to TOTAL as soon as practicable, but no later than forty-five (45) days after delivery of such material to TOTAL. TOTAL shall not publish any such technical information, the substance of which has not been previously approved by AMYRIS for publication or disclosure, without AMYRIS' prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. For clarity, such consent is not required for disclosures relating to the Licensed Products to the extent such disclosure does not comprise technical information relating to Strains.

D. Publicity and Disclosure of this Agreement. A Party that desires to make, or that is required to make pursuant to applicable laws or regulations, any press release or other public disclosure regarding the existence or terms of this Agreement (including the identity of the other Party to this Agreement) shall first consult with the other Party (to the extent such consultation does not violate applicable laws or regulations) with respect to the text and timing of such press release or other public disclosure and shall obtain the other Party's approval over the text and timing of such release and disclosure prior to the issuance or disclosure thereof (to the extent such approval does not violate applicable laws or regulations). Following the initial press release or other public disclosure announcing the existence or terms of this Agreement (if any), each Party shall be free to disclose, without the other Party's prior written consent, the existence of this Agreement, the identity of the other Party and those terms of this Agreement which have already been publicly disclosed in accordance herewith.

E. Residuals. Nothing in this Agreement shall restrict any employee or representative of a Party from using general ideas, concepts, practices, learning, or know-how relating to any activities conducted on behalf of TOTAL ("**General Know-How**") that are retained in the unaided memory of such employee or representative following performance of the Biofene Development Project and such employee or representative is not aware at the time of use that such information is Confidential Information of the other Party, provided that the foregoing is not intended to grant, and shall not be deemed to grant (i) any right to disclose the Confidential Information of the other Party, or (ii) any license under any Patents of the other Party. The General Know-How shall in no event include any financial, business statistical, or personnel information specific to the other Party. A person's memory is "unaided" if such person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it otherwise than as authorized pursuant to this Agreement.

ARTICLE 7. TERM AND TERMINATION

A. Term. The term of this Agreement shall commence on the Effective Date and remain in effect for fifty (50) years (the "**Term**").

B. Consequence of Events. The Parties agree as follows:

(i) Change of Control of AMYRIS. For clarity, this Agreement shall remain in full force and effect in the event of any Change of Control of AMYRIS.

(ii) Termination of Collaboration Agreement. For clarity, the Parties agree that, regardless of any termination of the Collaboration Agreement, this Agreement shall remain in full force and effect according to its terms.

C. Termination of Agreement.

(i) The licenses granted to TOTAL herein shall be irrevocable (other than as specified in this Section 7.C), provided in the case of a material breach (but only in the case of a material breach) of the relevant license, AMYRIS shall have a right to terminate the applicable license in accordance with the following. If AMYRIS believes any such breach by TOTAL has occurred, AMYRIS shall within thirty (30) days provide written notice to TOTAL describing the specific alleged material breach. If a material breach is not cured within ninety (90) days of TOTAL's receipt of such notice, then AMYRIS may terminate the applicable license with further written notice to TOTAL (A) immediately at the end of such ninety (90) day period, if TOTAL has not contested the allegation, or (B) if TOTAL has contested such allegation, only upon a final written determination, if any, of an arbitrator in a proceeding subject to Section 8.B that an uncured material breach has occurred. For clarity, in the case of any dispute between the Parties as to whether any uncured material breach has occurred that would permit AMYRIS to terminate a license or this Agreement, no notice of termination may be given and no such termination shall be effective until the final resolution of a dispute resolution proceeding conducted pursuant to Section 8.B, and such licenses may only be terminated if the arbitrator finally determines an uncured material breach has occurred.

(ii) In the case of an uncured material breach of Section 2.E(i) or (ii) by TOTAL, then, except to the extent Section 7.C(iii) below applies, AMYRIS shall have the right to terminate the licenses granted in Section 2.A in their entirety in accordance with the procedure described in Section 7.C(i) above, and in the case of such a license termination, this Agreement shall terminate concurrently.

(iii) In the case of any uncured material breach by TOTAL based on the use of any Intermediate Strain or any other Strain that is a genetic manipulation or modification of any Intermediate Strain (other than any Commercial Farnesene Strain(s)) outside the scope of the limited license in Section 2.A(i)(b), then in accordance with the procedure described in clause 7.C(i) above, AMYRIS shall have the right to terminate the license granted in Section 2.A(i)(b) and all other rights of TOTAL permitting its development and use of Intermediate Strains, including TOTAL's right to release of the Escrowed Materials relating to the Intermediate Strains) as described in clause (i) above but AMYRIS may not otherwise terminate any provision of this Agreement or this Agreement in its entirety.

(iv) For purposes of determining whether a material breach that would trigger a right of termination under Section 7.C has occurred, any Affiliate of TOTAL shall be treated as if it was TOTAL.

(v) Except as expressly provided in this Section 7.C(v), no acts or omissions of any Subcontractor or sublicensee of TOTAL shall be the basis of any termination of this Agreement. In the event that any Subcontractor or sublicensee of TOTAL violates Section 2.E(i) or Section 2.E(ii)(a) or (b), then such violation may provide a basis for a material breach and termination of this Agreement under Section 7.C(ii) above, but only if TOTAL fails to use commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with such Subcontractor or sublicensee and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity. In the event that a sublicensee or Subcontractor of TOTAL uses any Intermediate Strain in a manner that exceeds the scope of or violates the restrictions on the exercise of the license in Section 2.A(i)(b), then in accordance with the procedure described in Section 7.C(i) above, AMYRIS shall have the right to terminate the license in Section 2.A(i)(b) pursuant to Section 7.C(iii) and TOTAL's related rights in respect of Intermediate Strains but only if the TOTAL is not using commercially reasonable efforts to cure such breach, which efforts may include terminating its agreement with Affiliate, sublicensee or Subcontractor pertaining to the Intermediate Strain(s) and initiating and continuing to pursue appropriate legal action to stop such unauthorized activity.

D. Conversion to Non-Exclusive License. In the event of the expiration of this Agreement at the end of the Term, TOTAL shall retain a perpetual, non-exclusive, royalty-free (subject to Section 2.A(v) and Section 2.B) right and license under the AMYRIS Licensed IP, in each case that is necessary or, in the case of the AMYRIS Farnesene Production IP, useful to Make and Sell Licensed Products within the Field within the Territory.

E. Effects of Termination.

1. Strains; Return or Destruction of Confidential Information. Except as provided in Section 7.D, upon expiration or termination of this Agreement and/or the licenses granted herein, as applicable, TOTAL shall immediately cease and cause its Affiliates, sublicensees and Subcontractors to cease use of any AMYRIS Licensed IP, Strain Improvement Technology and all TOTAL Strains (or in the case of a termination under Section 7.C(iii), the Intermediate Strains and any Strains derived therefrom) and within ninety (90) days following a written request from the other Party, each receiving Party shall at the disclosing Party's discretion, promptly destroy or return to the disclosing Party (a) all written copies of the disclosing Party's Confidential Information that is marked confidential and (b) all biological materials (including all TOTAL Strains), in each case (a) and (b) to which the receiving Party does not retain rights hereunder, except that the receiving Party may retain such Confidential Information or materials, to the extent that the receiving Party requires such Confidential Information or materials for the purpose of performing any obligations under this Agreement that may survive such expiration or termination, or with respect to Confidential Information only for archival purposes or for information contained in management reports.

2. Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement to TOTAL are, and will otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the United States Code (the "**Bankruptcy**

C ode"), licenses of rights to "intellectual property" as that term is defined in the Bankruptcy Code. TOTAL, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. Upon the filing of a case by or against AMYRIS or any AMYRIS Affiliate (the "**Bankrupt Entity**"), including without limitation, AMYRIS Fuels LLC, AB Technologies LLC, and/or AMYRIS Brasil Ltda. (each of such Affiliates, a "**Co-Licensor**") under the Bankruptcy Code, then (a) TOTAL shall be entitled to the fullest protections conferred upon licensees under Section 365(n) of the Bankruptcy Code, or any similar provision; (b) AMYRIS and each Co-Licensor shall perform all of its obligations under this Agreement; (c) the Bankrupt Entity shall immediately, without the need for any further request by TOTAL, or notice or hearing, provide to TOTAL a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property (which embodiments, throughout this Agreement, shall include without limitation, the Escrowed Materials), or any other information necessary or desirable for TOTAL to utilize such intellectual property; and (d) AMYRIS and each Co-Licensor shall not interfere with the rights of TOTAL as provided in this Agreement, or in any agreement supplementary to this Agreement, to such intellectual property (including such embodiment), including any right to obtain such intellectual property (and such embodiment) from another entity or person. To the extent AMYRIS and/or a Co-Licensor rejects this Agreement under the Bankruptcy Code and TOTAL elects to retain its rights, (x) TOTAL shall have the full rights provided to it under Section 365(n) of the Bankruptcy Code; (y) the waivers under Section 365(n)(2)(C) shall apply only to rights of setoff and administrative claims arising solely out of this Agreement, and not to any other agreements or instruments, including, without limitation, claims or rights arising out of agreements supplementary to this Agreement; and (z) the Bankrupt Entity shall, without need for notice or hearing, provide to TOTAL any intellectual property (including such embodiment) held by AMYRIS and/or each Co-licensor and/or any other entity or person, and shall not interfere with the rights of TOTAL as provided in this Agreement, or any agreement supplementary to this Agreement, to such intellectual property (including such embodiment) including any right to obtain such intellectual property (and such embodiment) from another entity or person. For purposes of this Agreement, the term "embodiment" shall mean any and all materials required to be delivered by AMYRIS or a Co-Licensor to TOTAL hereunder and any materials relating to the licenses granted hereunder which, in the course of dealing between the Parties under this Agreement, are customarily delivered, in whatever format (whether electronic, written or otherwise). All written agreements entered into relating to and in connection with the Parties' performance hereunder from time-to-time, shall be considered agreements "supplementary" to this Agreement for purposes of Section 365(n) of the Bankruptcy Code. AMYRIS and each Co-Licensor acknowledges and agrees that the rights of TOTAL to such intellectual property (and such embodiments) are unique, and that to the extent AMYRIS or a Co-Licensor, or their respective trustees in bankruptcy, were to sell any portion of such intellectual property free and clear of liens, claims or interests, TOTAL would suffer irreparable damages, such that AMYRIS and each Co-Licensor agrees that such sale shall not occur without TOTAL's express written consent. For the avoidance of doubt, "intellectual property," as used in this Section 7.E.2, is limited to intellectual property included in the AMYRIS Licensed IP and the Strain Improvement Technology, and any tangible embodiments of such intellectual property, and includes all such intellectual

property and tangible embodiments of such intellectual property (provided in the case of the Strain Improvement Technology, only to the extent, and for the uses and period, described in Section 2.A.(i)(b)).

3. Accrued Rights. Termination or expiration of this Agreement for any reason shall not release either Party from any liability or obligation that already has accrued prior to such expiration or termination, nor affect the survival of any provision hereof to the extent it is expressly stated to survive such termination. Termination or expiration of this Agreement for any reason shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, that a Party may have hereunder or that may arise out of or in connection with such termination or expiration.

F. Survival. Subject to the other provisions set forth in this Article 7 and any other applicable terms and conditions of this Agreement, the obligations and rights of the Parties under the following provisions of this Agreement shall survive expiration of this Agreement: Articles 1 (Definitions) (to the extent any definitions are applicable after expiration hereof), 5 (Indemnity; Limitation of Liability), 6 (Confidentiality) (for the period set forth therein), 8 (Dispute Resolution) and 9 (Miscellaneous); Sections 2.A (License to Make and Sell Licensed Products) (where the licenses are on the non-exclusive basis described above), 2.B (Third Party Agreements), 2.C (Sublicenses and Subcontracts), 2.E (Strain Restrictions), 2.F (Reporting, Audit and Inspection Rights), 2.G (No Implied Rights), 2.I, 3.A (Ownership), 3.E (Infringement of Third Party Rights), 3.F (Common Interest Disclosures and Agreement), 4.E (Disclaimer), 7.C (Termination of Agreement), 7.D (Conversion to Non-Exclusive License) and 7.E (Effects of Termination); and this Section 7.F (Survival). Subject to the other provisions set forth in this Article 7 and any other applicable terms and conditions of this Agreement, the obligations and rights of the Parties under the following provisions of this Agreement shall survive termination of this Agreement: Articles 1 (Definitions) (to the extent any definitions are applicable after termination hereof), 5 (Indemnity; Limitation of Liability), 6 (Confidentiality) (for the period set forth therein), 8 (Dispute Resolution) and 9 (Miscellaneous); Sections 3.A (Ownership), 3.E (Infringement of Third Party Rights), 3.F (Common Interest Disclosures and Agreement), 4.E (Disclaimer), 7.C (Termination of Agreement) and 7.E (Effects of Termination); and this Section 7.F (Survival).

ARTICLE 8. DISPUTE RESOLUTION

A. Escalation. Except as provided in Section 8.B or 8.D, if any Dispute arises between the Parties under this Agreement, such Dispute shall be referred to the Executive Officers for further discussion and resolution. The Executive Officers shall attempt in good faith to resolve any Dispute referred to them pursuant to this Section 8.A within ten (10) days after such referral by meeting (either in person or by video teleconference, unless otherwise mutually agreed) at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved within twenty (20) days thereafter and the Dispute does not consist of a failure by the Parties to reach agreement where one or both Parties have discretion whether to agree, either Party may, by written notice to the other

Party, elect to initiate arbitration pursuant to Section 8.B for purposes of having the Dispute and any related Disputes resolved. If an Executive Officer intends to be accompanied at a meeting by an attorney, the other Executive Officer shall be given at least forty-eight (48) hours' notice of such intention and may also be accompanied by an attorney. All negotiations conducted pursuant to Section 8.B, and all documents and information exchanged by the Parties in furtherance of such negotiations, (i) are the Confidential Information of the Parties, (ii) shall be treated as evidence of compromise and settlement for purposes of the United States Federal Rules of Evidence and any other applicable state or national rules of evidence or procedure, and (iii) shall be inadmissible in any arbitration conducted pursuant to this Section 8 or other proceeding with respect to a Dispute.

B. Arbitration. Except for Disputes that are subject to Sections 8.C, D or E, all Disputes arising out of or in connection with this Agreement that cannot be resolved by the Executive Officers pursuant to Section 8.A shall be finally settled as follows:

(i) Except for Disputes that are subject to Section 8.C, D or E, all Disputes arising out of or in connection with this Agreement that cannot be resolved by the Executive Officers pursuant to Section 8.A, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**IC C Rules**") by an arbitration tribunal appointed in accordance with the said ICC Rules as modified hereby.

(ii) There shall be three (3) arbitrators, one selected by the initiating Party in the request for arbitration, the second selected by the other Party within twenty (20) days of receipt of the request for arbitration, and the third (who shall act as chairperson of the arbitration tribunal) selected by the two (2) Party-appointed arbitrators within twenty (20) days of the selection of the second arbitrator. In the event that the respondent fails to select an arbitrator, or if the two Party-appointed arbitrators are unable or fail to agree upon the third arbitrator, the international Court of Arbitration of the International Chamber of Commerce shall designate the remaining arbitrator(s) required to comprise the tribunal. The claimant in the arbitration shall provide a copy of the request for arbitration to the respondent at the time such request is submitted to the Secretariat of the International Chamber of Commerce.

(iii) Each arbitrator chosen under this Section shall speak, read, and write English fluently and shall be either (a) a practicing lawyer who has specialized in business litigation with at least ten (10) years of experience in a law firm of over fifty (50) lawyers or (b) a retired judge of a court of general jurisdiction.

(iv) The place of arbitration shall be New York, New York. The language of the arbitral proceedings and of all submissions and written evidence shall be English; provided, however, that a Party, at its expense, may provide for translation or simultaneous interpretation into a language other than English.

(v) The arbitrators shall issue an award within nine (9) months of the submission of the request for arbitration. This time limit may be extended by agreement of the Parties or by the tribunal if necessary.

(vi) It is expressly understood and agreed by the Parties that the rulings and award of the tribunal shall be conclusive on the Parties, their successors and permitted assigns. Judgment on the award rendered by the tribunal may be entered in any court having jurisdiction thereof.

(vii) Each Party shall bear its own costs and expenses and attorneys' fees, and the Party that does not prevail in the arbitration proceeding shall pay the arbitrator's fees and any administrative fees of arbitration. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each of the Parties, and shall be subject to Article 6.

For clarity, any disputes between the Parties regarding the deposit of Escrowed Materials or access to any Escrowed Materials shall not be required to be resolved via arbitration, and either Party may seek equitable relief for such dispute, including without limitation, specific performance, pursuant to Section 8.D.

C. Patent Validity and Infringement Disputes. In the event that a Dispute arises with respect to the inventorship, scope, validity, enforceability, revocation or infringement of a Patent, and such Dispute cannot be resolved by the Executive Officers in accordance with Section 8.A, unless otherwise agreed by the Parties in writing, such Dispute shall not be submitted to arbitration in accordance with Section 8.B, and notwithstanding anything in this Agreement to the contrary, the sole forum to resolve such Dispute shall be to initiate litigation in a court or other tribunal of competent jurisdiction in the country of issuance of the Patent that is the subject of the Dispute.

D. Equitable Relief. Notwithstanding anything to the contrary, either Party may at any time seek to obtain equitable relief from a court of competent jurisdiction with respect to an issue arising under this Agreement if the rights of such Party would be prejudiced absent such relief.

E. Disputes Subject to Section 2.A(iii). In the event of any disagreement between the Parties (or their successors) regarding the terms on which any Inventions subject to Section 2.A(iii) shall be licensed to Company, then at the request of Company (or its successor), such dispute be resolved by a single arbitrator agreed by the Parties or if the Parties are unable to agree within thirty (30) days of Company's request, selected by the head of the New York office of the International Chamber of Commerce. Such arbitrator shall have expertise in the licensing of biotechnology intellectual property for industrial applications. Each Party shall submit to the arbitrator a written brief of its position regarding the license terms, which submission (including supporting documentation) shall not exceed 50 pages. The arbitrator shall select the position of one of the Parties, in its entirety, as his or her decision, and shall have no authority to vary any of the terms of the prevailing proposal. The Parties shall equally share the costs of such arbitration. Any such arbitration shall be completed within 120 days of selection of the arbitrator.

F. Attorney's Fees. If any action, proceeding or arbitration is brought by a Party to enforce or interpret this Agreement, the prevailing Party, in addition to all other legal or equitable remedies possessed, shall be entitled to be reimbursed for all reasonable

attorneys' fees incurred by reason of such action or proceeding to the extent related to the enforcement or interpretation of this Agreement.

ARTICLE 9 .MISCELLANEOUS

A. Governing Law. This Agreement and any arbitration hereunder shall be governed by, interpreted and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any conflicts of laws principles thereof.

B. Entire Agreement; Modification. This Agreement and the Collaboration Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof**.** No warranty, representation, inducement, promise, understanding or condition not set forth in this Agreement has been made or relied upon by either Party with respect to the subject matter of this Agreement. No rights or licenses with respect to any intellectual property right of either Party are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement. This Agreement may only be modified or supplemented in a writing expressly stated for such purpose and signed by the Parties to this Agreement. For clarity, except as modified herein, the Collaboration Agreement remains in full force and effect; provided, in the event of any inconsistency between the Collaboration Agreement and this Agreement, the terms of this Agreement shall prevail.

C. Relationship. This Agreement establishes between the Parties an independent relationship. The Parties intend that no partnership or joint venture is created hereby between TOTAL and AMYRIS, that neither Party will be a partner or joint venturer of the other Party for any purposes, and that this Agreement will not be construed to the contrary.

D. Non-Waiver. Either Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (iii) waive compliance with any of the agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. Any extension of time or other indulgence granted to a Party hereunder shall not otherwise alter or affect any power, remedy or right of the other Party or the obligations of the Party to whom such extension or indulgence is granted.

E. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party; provided, however, that either Party may assign its rights and obligations pursuant to this Agreement without the written consent of the other Party to (a) any of its Affiliates or (b) in connection with the transfer or sale by a

Party of all or substantially all the assets to which this Agreement relates; provided, that any such assignee agrees to be bound by the terms of this Agreement.

F. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect to the fullest extent permitted by law. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner.

G. Notices. Any notice to be given under this Agreement must be in writing and delivered either in person by registered or certified mail (postage prepaid) requiring return receipt, or by overnight courier or facsimile confirmed thereafter by any of the foregoing, to the Party to be notified at its address(es) given below, or at any address such Party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of (a) the date of actual receipt; (b) if mailed, three (3) days after the date of postmark; or (c) if delivered by overnight courier, the next business day the overnight courier regularly makes deliveries.

H. Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5)

days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute.

I. Trademarks and Logos. Neither Party shall use, in advertising or otherwise, the other Party's or its Affiliates' names, trade names, trademarks, service marks, logos or other indicia of origin or refer to the other Party or its Affiliates, directly or indirectly, in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials, lists, referral lists, or business presentations, without prior written consent from the other Party for each such use or release. The restrictions imposed by this Section 9.I shall not prohibit either Party from making any disclosure (a) identifying the other Party as a counterparty to this Agreement to its or its Affiliates' actual or prospective acquirers, merger candidates, underwriters, or investors (and their attorneys and accountants), (b) that is required by Applicable Law or the requirements of a national securities exchange or another similar regulatory body (provided that any such disclosure shall be governed by Section 6) or (c) with respect to which written consent of the other Party has previously been obtained.

J. Export Control. Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties as reasonably necessary to obtain any required approvals.

K. Interpretation.

(i) Captions & Headings. The captions and headings of clauses contained in this Agreement preceding the text of the articles, sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction.

(ii) Singular & Plural. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter.

(iii) Including as Example. Use of the term "including" or "include" in this Agreement shall be interpreted to mean "including, without limitation," or "include, but not limited to," and shall be exemplary rather than restrictive.

(iv) Sections & Subsections. Unless otherwise specified, references in this Agreement to any section shall include all subsections and paragraphs in such sections, and references in this Agreement to any subsection shall include all paragraphs in such subsection.

(v) Days. All references to days in this Agreement mean calendar days, unless otherwise specified.

(vi) Ambiguities. Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either Party, irrespective of which Party may be deemed to have caused the ambiguity or uncertainty to exist.

(vii) English Language. All notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding this Agreement shall be in the English language.

L. Drafting. Each Party agrees that it participated equally with the other in the drafting of this Agreement, using counsel of its choice. This Agreement shall be interpreted without regard to any principle of construction regarding the drafting, authorship or revision thereof.

M. Further Assurances. After the Effective Date, each of the Parties shall execute and deliver such additional documents, certificates, and instruments and perform such additional acts, as may be reasonably requested and necessary or appropriate to carry out the purposes and intent and all of the provisions of this Agreement and to consummate all of the transactions contemplated by this Agreement.

N. License Registrations. TOTAL may, at its expense, register the exclusive licenses granted under this Agreement in any country of, or community or association of countries in, the Territory. AMYRIS shall reasonably cooperate in such registration at TOTAL's expense. Upon request by TOTAL, AMYRIS agrees promptly to execute any "short form" licenses developed in a form reasonably acceptable to both TOTAL and AMYRIS and reasonably submitted to it by TOTAL from time to time in order to effect the foregoing registration in such country. No such "short form" license shall be deemed to amend or be used to interpret this Agreement. If there is any conflict between such a license or other recordation document and this Agreement, this Agreement shall control.

O. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more 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. Any such counterpart, to the extent delivered by electronic delivery, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Party shall raise the use of electronic delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

P. Affiliates. Each Party hereto shall be responsible for ensuring that its Affiliates (whether existing as of the Effective Date or thereafter during the Term of this Agreement) comply with the terms of this Agreement.

[*Signatures on following page*]

THIS AGREEMENT IS EXECUTED by the authorized representatives of the Parties as of the date first written above.

AMYRIS, INC.		**Company**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	

The following AMYRIS Affiliates existing as of the Effective Date of this Agreement hereby acknowledge and approve the licenses granted to TOTAL in Section 2.A and Section 7.E.2 of this Agreement.

AMYRIS Fuels LLC

By: _____

Name: _____

Title: _____

AB Technologies LLC

By: _____

Name: _____

Title: _____

AMYRIS Brasil Ltda.

By: _____

Name: _____

Title: _____

Exhibit A

Commercial Technology Transfer Package

A commercial technology transfer package should include the following:

1. Strain information:
    a. Back-ground strain design information such as strain information, genetic background, sequence information, genetic modifications information. e.g.,
        I. Strain ancestor and lineage of the applicable strain including each of the rational or directed strain engineering changes, what type of changes – deletion, insertion, ploidy changes, description of the changes, locus at which the changes were engineered and what were the resulting genii of the modified strain at each step.
    b. Strain storage and propagation
        I. SOP for the overall strain storage including detailed media recipes for preserving strain
        II. SOP for strain revival including steps all the way from seed vial to inoculums tanks for the propagation media for revival of the strain
    c. Feed-stock information – ingredient information, sourcing, specificities, testing
        I. Feed-stock sources and details of handling the feedstock

2. Details of a fermentation run at all scales (including from inoculum to shake-flask to 300L to $1m^3$, 40 m^3 and 200 m^3 production reactors):
    a. SOP's for media, sterilization, fill and draw
    b. Sampling intervals, sampling protocols
    c. Performance and specific testing at each step, protocols for tests at each stage
    d. Historical data of runs at all scales (including $1m^3$, 40 m^3 and 200 m^3) to register and monitor variability

3. Process design (including Brotas data):
    a. Detailed manufacturing process, process narrative, operating conditions
    b. PFD's design basis, heat/material balance, with identified streams
    c. Equipment list and material of construction – vessel specifications, identify an special modifications, performance required, design and fabrication codes, vendor and model numbers
    d. Utility flow and diagrams – all major inputs, outputs, stream compositions, flow rates
    e. Waste-water specification
    f. Routine maintenance, testing, replacements

4. Process book including process control and details of the operation:
    a. Aseptic design and operation, sterilization and cleaning (SIP/CIP) procedures and schedules
    b. batch and fed-batch operational details,
    c. feeding algorithm details,
    d. process control and monitoring strategies
    e. h istoric data of all prior runs with the strains – access to database of prior runs

And any other information that is necessary for being able to operate the strain in commercial settings.

Exhibit B

Initial Package

Current process book for the current strain Amyris is using for the commercial production of farnesene and the following with respect to the all of the designated Intermediate Strains:

1. Strain information:
    a. Back-ground strain design information such as strain information, genetic background, sequence information, genetic modifications information. e.g.,
        I. Strain ancestor and lineage of the current strain including each of the rational or directed strain engineering changes, what type of changes – deletion, insertion, ploidy changes, description of the changes, locus at which the changes were engineered and what were the resulting genii of the modified strain at each step.

    b. Strain storage and propagation
        i. SOP for the overall strain storage including detailed media recipes for preserving strain
        ii. SOP for strain revival including steps all the way from seed vial to inoculums tanks for the propagation media for revival of the strain

    c. Feed-stock information – ingredient information, sourcing, specificities, testing

        II. Feed-stock sources and details of handling the feedstock
        III. Testing results for content of sugar or other impacting ingredients
        IV. Seasonal variation information or data
        V. Protocols for any adjustment made to feedstock

2. Current best details of a fermentation run at all scales (including from inoculum to shake-flask to 300L to $1m^3$, 40 m^3 and 200 m^3 production reactors -if not at the largest scale then information on best scale at which this strain is current been running):
    a. SOP's for media, sterilization, fill and draw
    b. Sampling intervals, sampling protocols
    c. Performance and specific testing at each step, protocols for tests at each stage
    d. Historical data of runs at all scales (including $1m^3$, 40 m^3 and 200 m^3) to register and monitor variability

3. Current best process design (including Brotas data):
a. Detailed manufacturing process, process narrative, operating conditions
    b. PFD's design basis, heat/material balance, with identified streams
    c. Equipment list and material of construction – vessel specifications, identify an special modifications, performance required, design and fabrication codes, vendor and model numbers
    d. Utility flow and diagrams – all major inputs, outputs, stream compositions, flow rates
    e. Waste-water specification
    f. Routine maintenance, testing, replacements

4. Current best process book including process control and details of the operation:
    a. Aseptic design and operation, design constraints, sterilization and cleaning (SIP/CIP) procedures and schedules
    b. batch and fed-batch operational details,
    c. feeding algorithm details,
    d. process control and monitoring strategies
    e. Performance data of recent runs

Any other information that is necessary for being able to operate the strain in commercial settings.

Exhibit C

List of the Member States of the European Union

The following States are members of the European Union as of the Effective Date:

29. Austria
30. Belgium
31. Bulgaria
32. Croatia
33. Cyprus
34. Czech Republic
35. Denmark
36. Estonia
37. Finland
38. France
39. Germany
40. Greece
41. Hungary
42. Ireland
43. Italy
44. Latvia
45. Lithuania
46. Luxembourg
47. Malta
48. Netherlands
49. Poland
50. Portugal
51. Romania
52. Slovakia
53. Slovenia
54. Spain
55. Sweden
56. United Kingdom

Exhibit D

Known By-Products

1 Identified as of the Effective Date: The following compositions: (i) dead yeast cells, (ii) ethanol, (iii) farnesol, (iv) farnesene dimer, (v) triglyceride, (vi) hexahydrofarnesol, (vii) hydrogenated farnesene dimer, or (viii) combination of items in (i) through (vii) with or without farnesene and/or farnesane.

2. Identified after the Effective Date:

ANNEX E

AMENDMENT #1 TO IP LICENSE AGREEMENT

THIS AMENDMENT #1 TO THE IP LICENSE AGREEMENT ("First Amendment") is made and entered into as of _____, 2015 (the "First Amendment Effective Date") by and between **Amyris, Inc.**, having its principal place of business located at 5885 Hollis St, Suite 100, Emeryville, CA 94608 USA ("Amyris"), and **Novvi LLC**, a Delaware limited liability corporation, having its place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608 ("Novvi LLC").

WHEREAS, Amyris and Novvi LLC entered into that certain 1P License Agreement on March 26, 2013 (the "License Agreement") whereby Amyris agreed to license, on the terms and conditions set forth in the License Agreement, certain of its intellectual property rights to Novvi LLC;

WHEREAS, such License Agreement was clarified by Novvi LLC, Total Amyris BioSolutions B.Y. ("TAB"), and Amyris in an Amended and Restated Letter Agreement Containing Clarifications to the IP License Agreement dated November 30, 2013, which stated that certain By-Products would be sold only to Amyris or TAB, and Novvi LLC would retain the ability to sell other By-Products to third parties;

WHEREAS, pursuant to the terms and conditions of this First Amendment, the Parties desire to amend the License Agreement to clarify that Novvi LLC may offer for sale or sell its By-Products, including Diesel By-Products, for any use excluding any use in or as (i) diesel fuel in the European Union and (ii) jet fuel worldwide.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

1. The Parties add the following new definition to Article 1 of the License Agreement:

> "European Union" means those countries that were members of the European Union as the effective date of Amendment #1 to the 1P License Agreement, which countries are listed on Exhibit A to such amendment."

2. Section 2.1 (a)(ii) of the License Agreement is revised to provide in its entirety as follows:

> "(ii) subject to the limitations in Article 4 restricting the sale of By-Products for use in or as (i) diesel fuel in the European Union and (ii) jet fuel worldwide, a non-exclusive, worldwide, royalty-free, nonsublicensable, and non-assignable license under Amyris Base Technology to offer for sale, sell, and import any By-Products."
>
> For clarity, other than the specific changes to clause (ii) set forth above, the remainder of Section 2.1(a) of the License Agreement, including clause (i) and the two paragraphs immediately following the amended text above, remains as is and is not deleted, modified, or amended hereby.

3. Article 4 of the License Agreement is hereby amended by deleting such Article in its entirety and replacing it with the following new Article 4:

"ARTICLE 4

SALE OF BY-PRODUCTS

4.1 No Sale of By-Products as Diesel Fuel in the European Union. Novvi LLC agrees that it shall not, at any time, offer for sale or sell any By-Products, including, but not limited to, any farnesane or diesel-related By-Products ("Diesel By-Products"), for use in or as diesel fuel in any of the European Union.

4.2 No Sale of Jet Fuel By-Products except to Amyris; Amyris's Obligation to Purchase.

(a) Novvi LLC agrees that it will not offer for sale or sell any Jet Fuel By-Products to any person or entity except to Amyris as set forth in this Section 4.2, and Amyris agrees that it will purchase all such Jet Fuel By-Products. As used in this Section, "Jet Fuel By-Product" means a By-Product (i) whose concentration of farnesane, partially hydrogenated farnesene or farnesene, by volume, is at least 70% or greater; and (ii) that when blended with petroleum-derived jet fuel, meets the ASTM D1655 and D7566 specifications (or successors thereto) for use as a jet fuel.

(b) The purchase price payable by Amyris to Novvi LLC for each liter of any Jet Fuel By-Product will be equal to the price per liter that Amyris sells farnesene to Novvi LLC, in case such price is higher than US$2.70 per liter. If the per liter of farnesene price Amyris charges to Novvi LLC is below US$2.70 per liter, Amyris will purchase such Jet Fuel By-Product at the NYMEX ULSD diesel onemonth forward price.

(c) In connection with the sale of any By-Products by Novvi LLC to a third patty, Novvi LLC shall require any such purchaser to agree in writing that (i) such By-Products may not be used in or as diesel fuel in the European Union or in or as jet fuels anywhere, and (ii) if any such By-Products are incorporated into any diesel fuel outside the European Union, that such diesel fuels may not be imported into any of the European Union.

(d) Other than as set forth in this Section, Amyris has no obligation or rights to purchase any By-Products from Novvi LLC.

4.3 No Other Limits on Novvi LLC. Other than as set forth in this Article 4, Novvi LLC may, pursuant to its license in Section 2.1 (a)(ii), freely offer for sale, sell, and import its By-Products.

Capitalized terms used in this First Amendment shall have the same meaning as defined in the License Agreement unless otherwise defined herein. Except as specifically provided in this First Amendment, the terms and conditions of the License Agreement shall remain in full force and effect. Together, the License Agreement and this First Amendment constitute the entire agreement between the Parties with respect to the subject matter, and supersede any and all prior negotiations, representations, correspondence, understandings and agreements with respect to the subject matter. To the extent of any conflict between the License Agreement and this First Amendment, this First Amendment shall supersede and govern. This First Amendment may be executed in counterparts, which together shall constitute one document and be binding on all of the Parties.

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IN WITNESS WHEREOF, and intending to be bound by the provisions hereof, the Parties have caused this First Amendment to be executed personally or by their duly authorized representatives, to be effective as of the First Amendment Effective Date.

AMYRIS, INC.

By:: _____

Title: _____

NOVVI LLC

_____

By:: _____

Title: _____

_____

By:: _____

Title: _____

Exhibit A

Definition of European Union

I. Austria
2. Belgium
3. Bulgaria
4. Croatia
5. Cyprus
6. Czech Republic
7. Denmark
8. Estonia
9. Finland
10. France
11. Gelmany
12. Greece
13. Hungary
14. Ireland
15. Italy
16. Latvia
17. Lithuania
18. Luxembourg
19. Malta
20. Netherlands
21. Poland
22. Portugal
23. Romania
24. Slovakia
25. Slovenia
26. Spain
27. Sweden
28. United Kingdom

Exhibit 10.02

EXECUTION COPY

AMENDMENT #1 TO PILOT PLANT SERVICES AGREEMENT

THIS AMENDMENT #1 TO THE PILOT PLANT SERVICES AGREEMENT ("First Amendment") is made and entered into as of July 26, 2015 (the "First Amendment Effective Date") by and among Amyris, Inc., a corporation organized and existing under the laws of the state of Delaware, United States of America, with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608 ("Amyris"), and Total New Energies USA, Inc. a corporation incorporated under the laws of the state of Delaware, having its principal place of business located at 5858 Horton Street, Emeryville, CA 94608 ("Total").

WHEREAS, Amyris and Total entered into that certain Pilot Plant Services Agreement on April 4, 2014 (the " Agreement") whereby Amyris agreed to provide Total with pilot plant scale fermentation process development services, fermentation and downstream separations scale-up services, and training for certain of its employees on the aforementioned technologies in order to support Total projects in the field of industrial biotechnology;

WHEREAS, in connection with the contemporaneous restructuring of Total Amyris BioSolutions B.V., a joint venture between Amyris and Total Energies Nouvelles Activités USA, an affiliate of Total (the " JVCO Transactions"), Amyris is willing to restructure Total's payment obligations under the Agreement and provide Total with certain credits, all as further described herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

1. The following new Section 2(h) is hereby added to the Agreement:

"(h) Restructuring of Payments. Effective as of the First Amendment Effective Date, the following shall apply and shall supersede Sections 2(a)-(c) above.

(i) Services Prior to November 1, 2015. The Parties acknowledge that, as of the First Amendment Effective Date, TOTAL still owes and will pay Amyris the July 2015 installment of the Annual Fee, after which payment all Services through November 1, 2015 will have been paid for in full.

(ii) Services Following November 1, 2015. In partial consideration for the JVCO Transactions, the Parties agree that:

(A) All further Annual Fees for the Remaining Contract Life (as defined below) are hereby waived; and

(B) Within thirty (30) days of the expiration of the Agreement, TOTAL shall pay to Amyris the amount of $984,423.00 ("Final Payment"), provided that in the event that the total person-hours of Services provided by OCT Personnel during the Remaining Contract Life is less than 10,741 person-hours, then the amount of the Final Payment shall be adjusted by subtracting from such $984,423.00 amount an amount equal to: ($281.73) x (10,741 – Z), where Z is the number of the total person-hours of Services actually provided by OCT Personnel during the Remaining Contract Life.

(C) As used in this Section 2(h)(ii), "Remaining Contract Life" means the period

commencing on November 1, 2015 and ending on April 4, 2019.

2. Section 6(b) of the Agreement is revised to provide in its entirety as follows:

"(b) TOTAL may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice, provided that in the event that the total person-hours of Services provided by OCT Personnel during the period commencing on November 1, 2015 and continuing through the effective date of the termination is in excess of 7,099 person hours, TOTAL will, as Amyris' sole and exclusive remedy, pay to Amyris within thirty (30) days of the effective date of termination, an amount equal to ($281.73) x (Y – 7,099), where Y is the number of the total person-hours of Services actually provided by OCT Personnel through the effective date of termination."

3. Section 6(c) of the Agreement is revised to provide in its entirety as follows:

"(c) In addition to any other rights or remedies it may have, TOTAL may terminate this Agreement upon sixty (60) days' written notice (i) if Amyris materially breaches any of the terms or conditions of this Agreement, and such breach is not cured within such sixty (60) day period, or (ii) upon the occurrence of any event that is a "Default" under Sections 15.1.1, 15.1.2, 15.13 (but only if a default under that subsection results in termination of the Sublease), 15.1.4, 15.1.5, and 15.1.7 of the Sublease. Upon termination of this Agreement pursuant to this Section 6(c), in the event that the total person-hours of Services provided by OCT Personnel during the period commencing on the First Amendment Effective Date and continuing through the effective date of the termination is less than 7,099 person hours, Amyris shall pay to TOTAL as liquidated damages within thirty days of the effective date of termination, an amount equal to ($281.73) x (7,099 -W), where W is the number of the total person-hours of Services actually provided by OCT Personnel through the effective date of termination."

4. Section 6(d) of the Agreement is revised to provide in its entirety as follows:

"(d) Amyris may terminate this Agreement upon sixty (60) days' prior written notice if TOTAL materially breaches Sections 3 or 5(a) this Agreement, and such breach is not cured within such sixty (60) day period. Upon a termination of this Agreement pursuant to this Section 6(d), in the event that total person-hours of Services provided by OCT Personnel during the period commencing on the First Amendment Effective Date and continuing through the effective date of the termination is in excess of 7,099 person hours, Total shall pay to Amyris as liquidated damages within thirty days of the effective date of termination, an amount equal to ($281.73) x (Y – 7,099), where Y is the number of the total person-hours of Services actually provided by OCT Personnel through the effective date of termination."

5. Section 8(e) of the Agreement is revised to provide in its entirety as follows:

"(e) EXCEPT FOR VIOLATIONS OF SECTION 3 AND LIQUIDATED DAMAGES OWING TO TOTAL UNDER SECTION 6(c) OR TO AMYRIS UNDER SECTION 6(d), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY DIRECT DAMAGES, HOWEVER CAUSED, ARISING OUT OF THE SERVICES OR ANY DIRECT DAMAGES, HOWEVER CAUSED ARISING OUT OF THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT IN EXCESS OF AMOUNT EQUAL TO $895,327."

6. Section III(b) of Exhibit A of the Agreement is revised to provide in its entirety as follows:

"b) Annual Maximum Number of Hours of Services. In consideration for (i) the amounts to be paid by TOTAL under this Agreement and (ii) the JVCO Transactions, the sufficiency of which

consideration is hereby acknowledged by Amyris, Amyris shall cause the OCT Personnel to perform up to three thousand one hundred seventy eight (3,178) person-hours of Services each "Contract Year" (i.e., the twelve month period commencing on the Effective Date and then again each anniversary of it thereafter during the Term; such amount being the "Annual Hours Commitment"). Each person-hour of Service shall be valued at $281.73. In the event the Services agreed upon by the Parties in any Contract Year exceeds the Annual Hours Commitment, then such "excess person-hours" will be taken into account when calculating the number of total person-hours of Services actually provided for purposes of Sections 2(h)(ii)(B), 6(b), 6(c) and 6(d), as applicable. In addition, TOTAL may request additional OCT Personnel person-hours be provided in any Contract Year. Amyris, in its discretion, can agree to accept the request for additional OCT Personnel person-hours and such acceptance will be documented in the related SOW, in which case such additional OCT Personnel person-hours shall be taken into account when calculating the number of the total person-hours of Services actually provided for purposes of Sections 2(h)(ii)(B), 6(b), 6(c) and 6(d), as applicable. For clarity, "Services" do not include, and no hours shall be attributed to, analytical work performed by Amyris unless such work is identified in a SOW, maintenance of the equipment in the OCT Facilities or any management of OCT Personnel. The Annual Hours Commitment will be allocated each Contract Year to the performance of the Services agreed upon by the Parties as set forth herein and for no other purpose. The OCT Personnel will be required to record their time used to work on Services separately from their time spent on Amyris activities. Within fifteen (15) days after the end of each Contract Year, the Joint Oversight Team will determine whether Amyris has completed the Annual Hours Commitment during such Contract Year. In the event that the Joint Oversight Team cannot agree on the number of OCT Personnel person-hours expended in such Contract Year, the Parties agree to escalate the matter as set forth in Section 7(a) of the Agreement. If, in a Contract Year, TOTAL fails to use all of the Annual Hours Commitment, or if the Annual Hours Commitment during any Contract Year is not met by Amyris as a result of Amyris's failure to perform Services as requested by TOTAL in accordance with the terms of the Agreement, including this Exhibit and any executed SOW's, and such failure results in Amyris failing to meet the Annual Hours Commitment, then in each case such unused OCT Personnel person-hours will "roll over" to the following Contract Year. Any unused OCT Personnel person-hours remaining upon expiration shall be taken into account and used to adjust the Final Payment. In addition, in the event the roll over OCT Personnel person-hours attributable to Amyris's failure to perform Services as requested by TOTAL in accordance with the terms of the Agreement exceed, in the aggregate, 1,500 hours at the end of any Contract Year after Contract Year 1, Amyris will be considered in material breach of the Agreement and TOTAL may terminate in accordance with Section 6(c) of the Agreement."

7. Capitalized terms used in this First Amendment shall have the same meaning as defined in the Agreement unless otherwise defined herein. Except as specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Together, the Agreement and this First Amendment constitute the entire agreement between the Parties with respect to the subject matter, and supersede any and all prior negotiations, representations, correspondence, understandings and agreements with respect to the subject matter. To the extent of any conflict between the Agreement (including any exhibits or schedules thereto) and this First Amendment, this First Amendment shall supersede and govern. This First Amendment may be executed in counterparts, which together shall constitute one document and be binding on all of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, and intending to be bound by the provisions hereof, the Parties have caused this First Amendment to be executed personally or by their duly authorized representatives, to be effective as of the First Amendment Effective Date.

AMYRIS, INC.	**TOTAL NEW ENERGIES USA, INC.**
/s/ Nicholas Khadder	
By NICHOLAS KHADDER	By
Title: GENERAL COUNSEL	Title:

IN WITNESS WHEREOF, and intending to be bound by the provisions hereof, the Parties have caused this First Amendment to be executed personally or by their duly authorized representatives, to be effective as of the First Amendment Effective Date.

AMYRIS, INC.	TOTAL NEW ENERGIES USA, INC.
	/s/ Bernard Clement
By	By BERNARD CLEMENT
Title:	Title:

Exhibit 10.03

CONFIDENTIAL TREATMENT REQUESTED. CERTAIN PORTIONS OF THIS DOCUMENT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND, WHERE APPLICABLE, HAVE BEEN MARKED WITH AN ASTERISK TO DENOTE WHERE OMISSIONS HAVE BEEN MADE. THE CONFIDENTIAL MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TECHNOLOGY INVESTMENT AGREEMENT BETWEEN
AMYRIS, INC.,
5885 HOLLIS STREET SUITE 100
EMERYVILLE, CALIFORNIA 94608

AND

THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
675 NORTH RANDOLPH STREET ARLINGTON, VA 22203-2114

CONCERNING

IMPROVING THE TIMELINE FOR SCALING UP MOLECULES FROM PROOF OF CONCEPT TO MARKET REDUCING TIME AND COST (MGS TO KGS)

Agreement No.: HR0011-15-3-0001
DARPA Order No.: HR0011518718
Total Amount of the Agreement: $50,721,349
Total Estimated Government Funding of the Agreement: $35,160,011
Funds Obligated: $6,035,686
Authority: 10 U.S.C. § 2371

Line of Appropriation – See Article V.C.

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by The Defense Advanced Research Projects Agency (DARPA), and AMYRIS, INC., a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608 pursuant to and under U.S. Federal law.

FOR AMYRIS, INC FOR THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

/s/ Joel R. Cherry 11 September 2015	/s/ Michael S. Mutty 9/22/2015
(Signature & Date)	(Signature & Date)
JOEL R. CHERRY, PRESIDENT R&D	Michael S. Mutty Agreements Officer
(Name, Title)	(Name, Title)

TABLE OF CONTENTS

ARTICLE I: SCOPE OF THE AGREEMENT
A. Background (as revised 10.15.2015 per Modification P00001)

Performer is a leader in applying synthetic biology technologies to engineer living organisms into manufacturing platforms that are able to produce a wide variety of target molecules, many of which are impossible to produce through traditional manufacturing processes. While current technologies are highly advanced, they suffer from a lack of integration and automation. By focusing on the same principles that made the United States the leaders in traditional manufacturing, namely standardized engineering and efficiency gains through automation, the Performer seeks, through funding in this Agreement, to develop a state of the art open bio-fabrication facility that will shorten the scale-up time and cost by using biology to produce molecules. Many of these molecules are directly relevant to the DoD mission due to their unique chemical properties that enable their use as fuels, lubricants, anti-fouling agents, antibiotics, and adhesives while also providing building blocks for novel families of materials. DARPA's interest in synthetic biology rises from its potential application to manufacturing. Biological manufacturing is in its infancy and the work required to reduce the time, effort, and cost needed to develop a new microbe is risky and at odds with the work needed to bring a product to market which is the chief goal of any company seeking to capitalize on the technology. This Agreement supports research with a long-term perspective that will enable academic and commercial participants to perform cutting edge research with less effort and cost than ever before. In addition to producing molecules relevant to the DoD, the commercial opportunities are immense since virtually any molecule made through traditional manufacturing processes can be replicated using biology as a catalyst. Although engineering cellular factories has been intermittently successful, the cost and time required for success have been prohibitive. The Performer's new technological approach will develop new molecules and materials while at the same time improving efficacy and efficiency. As a result of these improvements, the United States will reduce production time to under three years and at less than $10M per molecule while simultaneously handling 100, a 20X improvement. To achieve these innovations, the Performer will focus on technology developments addressing metabolic pathway and enzyme design, strain construction, phenotypic measurements, large-scale data analysis, and strain optimization. To ensure success, the Performer will complement its expertise in strain engineering by partnering with companies and academic laboratories that are leaders in their field. Upon completion of this agreement, the capacity to perform biological engineering will far surpass current capabilities. The United States will possess state of the art facilities for design and biomanufacturing of existing and novel molecules and materials.

DARPA's interest in driving a manufacturing renaissance for biology is critical due to the convergence of advanced synthetic biology technologies during a time of underinvestment in biological manufacturing. Biological manufacturing is in its infancy and the work required to reduce the time, effort, and cost needed to develop a new microbe is risky and at odds with the work also needed to bring a product to market in a one-off manner, the chief goal of any company seeking to capitalize on the technology. This Agreement supports research with a long-term perspective to support the entire industry by funding efforts that will enable academic and commercial participants to perform cutting edge research with less effort and cost than ever before.

B. Definitions

Affiliate: means, with respect to an entity, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first entity. For purposes of this definition, "control", "controlled by", and "under common control with" mean (i) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise or (ii) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of an entity.

Agreement: The body of this Agreement and Attachments 1 – 7, which are expressly incorporated in and made a part of the Agreement.

Collaborators: A third party in a contractual arrangement with the Performer or with a Subcontractor, whether executed before or after the Effective Date, under which arrangement the Performer or a Subcontractor has agreed to jointly research, develop and/or commercialize a technology or product with such third party and has an "active role" in such arrangement. For the avoidance of doubt, an "active role" by the Performer or a Subcontractor is a contractual relationship (1) that involves more than the mere transfer of intellectual property and (2) where the Performer or a Subcontractor has a significant participation in decision making and/or funding of the activities.

Data: Recorded information, regardless of form or method of recording, which includes but is not limited to, scientific or technical data, software, trade secrets, and mask works, in each case developed or generated by the Performer or its Subcontractors in performing the Program under this Agreement. The term "Data" does not include financial, administrative, cost, pricing or management information.

Effective Date: means November 1, 2015.

Foreign Firm or Institution: A firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

Government: The United States of America, as represented by DARPA.

Government Purpose Rights: The rights to use, duplicate, or disclose Data, in whole or in part and in any manner, for Government Purposes only, and to have or permit others to do so for Government Purposes only.

Government Purpose: Any activity in which the Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the Government to foreign governments or international organizations. Government Purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose Data for commercial purposes or authorize others to do so.

Invention: Any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

Know-How: All information including, but not limited to discoveries, formulas, materials, Inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

Limited Rights: The rights to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part, within the Government. The Government may not, without the written permission of the Party asserting limited rights, release or disclose applicable Data outside the Government, use the applicable Data for manufacture, or authorize the applicable Data to be used by another party, except that the Government may reproduce, release, or disclose such Data or authorize the use or reproduction of the applicable Data by persons outside the Government if -

(i) The reproduction, release, disclosure , or use is:
   A. Necessary for emergency repair and overhaul; or
   B. A release or disclosure to
      1. A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display or release or disclosure to a person authorized to receive Limited Rights Data; or
      2. A foreign government, of such Data other than detailed manufacturing or process Data, when use of such Data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the applicable Data is subject to a prohibition on the further reproduction, release, disclosure, or use of the Data; and

(iii) The Performer, or its subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

Made: Relates to any Invention means the conception or first actual reduction to practice of such Invention.

Parties: The Government (represented by DARPA) and the Performer.

Payable Milestone: A Program-related task or tasks identified in Attachment 3 for which a corresponding payment (also identified in Attachment 3) will be made by the Government to the Performer upon the Government's verification, in accordance with this Agreement, that the Performer (or a Subcontractor) accomplished such task(s).

Performer: AMYRIS, INC. a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, California 94608

Practical Application: To manufacture, in the case of a composition of product, to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the Subject Invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms. For the avoidance of doubt, the Parties acknowledge that "Practical Application" under this Agreement may not include actual commercialization of Subject Invention(s) hereunder because such Subject Invention(s) are likely to be Tools (e.g., it is envisioned that the Tools resulting from the research carried out under this Agreement will later – outside of this Agreement - be used by the Performer and its Subcontractors to develop commercial products).

Program: Research and development being conducted by the Performer and its Subcontractors under this Agreement, as set forth in Article I, paragraph C and in Attachment 1, Statement of Work.

Property: Any tangible personal property other than property actually consumed during the execution of work under this Agreement.

Subcontractor: Those persons or entities that, per a written agreement with the Performer, will perform certain of the Payable Milestones. As of the date of this Agreement, the Subcontractors consist of Agilent Technologies, Inc., Arzeda Corporation, m2p-labs GmbH, Ruprecht-Karls-Universität Heidelberg, and Bruker Corporation.

Subject Invention: Any Invention conceived or first actually reduced to practice in the performance of the Program under this Agreement that is capable of use as a Tool for making or altering a genetically modified organism; provided however, any Inventions, regardless when conceived or reduced to practice, covering a genetically modified organism, a strain, or any compound or product made by or from an organism or strain shall not be considered "Subject Inventions" hereunder. For the avoidance of doubt, no Inventions conceived or reduced to practice prior to the Effective Date, excluding subject inventions conceived or first actually reduced to practice under the Amyris Living Foundries TIA HR0011-12-3-0006, shall be considered performed "under this Agreement."

Technology: Discoveries, innovations, Know-How and Inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, maskworks, and copyrights, developed under this Agreement.

Term: has the meaning set forth in Article II, paragraph A.

Tools: Software, analytical methods, standard operating procedures, and workflow processes.

Unlimited Rights: Rights to use, duplicate, release, or disclose Data, in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

C. Scope

1. The Performer shall perform the Program, which is intended to build an open BioFab that shortens the timeline for scaling up molecules from proof of concept to market to two to three years, reduces the cost of such development to less than $10 million per molecule, and simultaneously handles a hundred molecules. Success will be demonstrated by delivering 1 kg of material for 10 molecules generated by an integrated pipeline that enables the biological production of metric tons of any subsequent molecule in two to three years. The Program shall be carried out in accordance with the Statement of Work incorporated in this Agreement as Attachment 1. The Performer shall submit or otherwise provide all documentation required by Attachment 2, Report Requirements.

2. The Performer shall be paid for each Payable Milestone accomplished in accordance with the Schedule of Payments and Payable Milestones set forth in Attachment 3 and the procedures of Article V. The Schedule of Payments and Payable Milestones set forth in Attachment 3 may be revised or updated in accordance with Article III, subject to mutual agreement of the Parties.

3. The Government and the Performer estimate that the Statement of Work for this Agreement can only be accomplished with the Performer's provision during the Term of the "Performer Contribution", as detailed in the Total Agreement Funding Plan set forth in Attachment 3 and the Funding Schedule set forth in Attachment 4. The Total Agreement Funding Plan and the Funding Schedule may be revised or updated in accordance with Article III, subject to mutual agreement of the Parties. The Performer intends and, by entering into this Agreement, undertakes to cause the Performer Contribution to be provided. However, if either the Government or the Performer is unable to provide its respective funding (in the case of the Government) or the Performer Contribution (in the case of the Performer) for the Program, the other Party

may reduce its funding or Performer Contribution, whichever is applicable to it, for the Program by a proportional amount. Throughout the Term, the Parties, through the Performer's routine reports to the Government, will monitor the Performer's satisfaction of the Performer Contribution and will promptly address, in good faith, any divergence or shortfall in the final Performer Contribution amount anticipated by the Performer (e.g., the Performer purchases Property for the Program at a price significantly cheaper than what was anticipated when establishing the Performer Contribution) and its effect, if any, on the Government's funding obligation under this Agreement.

D. Goals / Objectives

1. The goal of this Agreement is for the Performer to investigate and build a BioFab that scales up molecules from proof of concept to market in less time and at less cost, as described under Scope above. The goal is to accomplish this by incorporating radical innovations into key modules at each stage of the Design-Build-Test-Learn cycle as described in detail Amyris Proposal "Mgs to Kgs" dated February 3, 2015. The modules will be interdependent and align within an integrated pipeline. The foundation is a set of measurement technologies with various levels of risk. In addition to new algorithms for pathway prediction, data analysis and hypothesis generation, the BioFab's testing and optimization of up to 450 molecules from a large metabolic space will require a paradigm shift from a high-throughput, single-molecule screening platform to a high throughput, molecule-agnostic screening platform that is predictive of performance to a large scale. To address the gaps in throughput, quality and scale, a testing platform that utilizes a tiered approach to promote strains will be developed. Although individual tiers exist in some form at various institutions and companies (including at the Performer), there is not a single platform that has managed to encompass all of them into a single pipeline at the proposed scale.

2. The Government will have continuous involvement with the Performer. The Government will also obtain access to research results and certain rights in Data and Subject Inventions pursuant to Articles VII and VIII. Government and the Performer are bound to each other by a duty of good faith and best research effort in achieving the goals of the Program.

3. This Agreement is an "other transaction" pursuant to 10 U.S.C. § 2371. The Parties agree that the principal purpose of this Agreement is for the Government to support and stimulate the Performer to provide its best effort in advanced research and technology development and not for the acquisition of property or services for the direct benefit or use of the Government. The Performer will be paid a fixed amount for each Payable Milestone accomplished in accordance with the Payable Milestones and Corresponding Payment Schedule set forth in Attachment 3 and the procedures of Article V. The Parties agree that the amount payable to Performer for an accomplished Payable Milestone will be unaffected by whether Performer ends up expending more or less effort to accomplish such Payable Milestone than the Parties assumed would be required to accomplish it. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

ARTICLE II: TERM

A. Term of this Agreement

The Program commences upon the Effective Date and continues for forty-eight (48) months, unless extended as described in paragraph C below, (the "Term") and is split into three development and operational phases described below and depicted in the table:

"Dev" – in the first twenty-four months, the initial set of strain designs and testing will be generated using existing infrastructure and processes, while simultaneously developing the new technology platforms simultaneously;

"DevOps" – newly developed technology platforms will be transferred to pipeline operations as part of the *beta-testing* transition process;

"Ops" – once the technology transfer is completed, the new technologies will be part of standard operations.

If all Government funds committed for the Program and the Performer Contribution are expended prior to the expiration of the Term, the Parties have no obligation to continue performance of the Program and may elect to cease development at that point.

Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified herein, shall be given effect, notwithstanding this Article.

[*]

[*] CERTAIN PORTIONS DENOTED WITH AN ASTERISK HAVE BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

B. Termination Provisions

Subject to a reasonable determination that the Program will not produce beneficial results commensurate with the expenditure of resources, either Party may terminate this Agreement by written notice to the other Party, provided that such written notice is preceded by consultation between the Parties. In the event of a termination of the Agreement under this paragraph B, it is agreed that disposition of Data shall be in accordance with the provisions set forth in Article VIII, Data Rights. The Government and the Performer will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination under this paragraph B. Failure of the Parties to agree to a reasonable adjustment will be resolved pursuant to Article VI, Disputes. The Government has no obligation to pay the Performer beyond the last completed and paid Payable Milestone if the Performer decides to terminate under this paragraph B. For the avoidance of doubt, any termination under this paragraph B by either Party does not require repayment by the Performer of any Payable Milestone amounts already received by the Performer.

C. Extending the Term

The Parties may extend, by mutual written agreement, the Term if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement by the DARPA Agreements Officer and the Performer's Administrator.

ARTICLE III: MANAGEMENT OF THE PROJECT

A. Management and Program Structure

The Performer shall be responsible for the overall technical and program management of the Program, and technical planning and execution shall remain with the Performer. The DARPA Agreements Officer's Representative, in consultation with the DARPA Program Manager or DARPA management, shall provide recommendations to Program developments and technical collaboration and be responsible for the review and verification of the Payable Milestones.

B. Program Management Planning Process

Program planning will consist of an Annual Program Plan with inputs and review from the Performer and DARPA management, containing the detailed schedule of research activities and Payable Milestones. The Annual Program Plan will consolidate quarterly adjustments in the Program's research schedule, including revisions/modification to Payable Milestones.

1. Initial Program Plan: The Performer will follow the initial program plan that is contained in the Statement of Work, Attachment 1, and in the Payable Milestones and Corresponding Payment Schedule, Attachment 3.

2. Overall Program Plan Annual Review

(a) The Performer, with DARPA Agreements Officer's Representative review, in consultation with the DARPA Program Manager or DARPA management, will prepare an overall Annual Program Plan in the last month of each Agreement year (*i.e.*, October). The Annual Program Plan will be presented and reviewed at an annual site review, to be held within the sixty (60) days of each subsequent Agreement year, which will be attended by the Performer's Key Personnel (as defined in Article XIV), the DARPA Agreements Officer's Representative, senior DARPA management (as appropriate), and other DARPA program managers and personnel (as appropriate). The Performer, with DARPA participation and review,

will prepare a final Annual Program Plan following such annual site review as more fully described in Attachment 2, Report Requirements.

(b) The Annual Program Plan provides a detailed schedule of the Program's research activities, commits the Performer to use its best efforts to meet specific performance objectives, includes forecasted expenditures and describes the Payable Milestones. The Annual Program Plan will consolidate all prior adjustments in the Program's research schedule, including revisions/modifications to the Payable Milestones. Recommendations for changes, revisions or modifications to the Agreement which result from this annual review process shall be made in accordance with the provisions of Article III, paragraph C.

C. Modifications

1. As a result of the Parties' meetings (in person or videoconference) or annual reviews or at any other time during the Term, the Program's research progress or results or other changes in circumstances (e.g., availability of required materials or equipment from external vendors, legal freedom to operate, etc.) may indicate that a change in the Statement of Work and/or the Payable Milestones would be beneficial to Program's objectives. Recommendations for modifications, including justifications to support any changes to the Statement of Work and/or the Payable Milestones, will be documented in a letter and submitted by the Performer to the DARPA Agreements Officer's Representative with a copy to the DARPA Agreements Officer. This documentation letter will detail the technical, chronological, and financial impact of the proposed modification to the Program. The Performer shall approve any Agreement modification. The Government is not obligated to pay for additional or revised Payable Milestones until the Payable Milestones and Corresponding Payment Schedule, Attachment 3, is formally revised by the DARPA Agreements Officer and made part of this Agreement.

2. The DARPA Agreements Officer's Representative shall be responsible for the review and verification of any recommendations to revise or otherwise modify the Agreement, the Statement of Work, the Payable Milestones and Corresponding Payment Schedule, or any other proposed changes to the terms and conditions of this Agreement.

3. For minor or administrative Agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government or the Performer's personnel identified in the Agreement, etc.), no signature is required by the Performer.

ARTICLE IV: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the Government may be made only by the DARPA Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

A. Government Points of Contact:

DARPA Agreements Officer:
*

DARPA Program Manager:
*

DARPA Agreements Officer's Representative (AOR):
*

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

DARPA Administrative Agreements Officer (AAO):
*

DARPA Assistant Director, Program Management (ADPM)
*

B. Performer Points of Contact

Administrator:
*, Program Manager, R&D, *

Contracting:
*, General Counsel, *

Program Manager:
*, PI, *

BioAnalytics Group Leader:
*, Co-PI, *

Each Party may change its representatives named in this Article by written notification to the other Party. The Government will effect the change as stated in Article III, C.3 above.

ARTICLE V: OBLIGATION AND PAYMENT A. Obligation

1. The Government's liability to make payments to the Performer is limited to only those funds obligated under the Agreement or by modification to the Agreement. The Government may obligate funds to the Agreement incrementally.

2. If modification of a Payable Milestone becomes necessary in performance of this Agreement, pursuant to Article III, paragraph C, the DARPA Agreements Officer and the Performer's Administrator shall execute a revised Payable Milestones and Corresponding Payment Schedule consistent with the then current Annual Program Plan.

B. Payments for Accomplished Payable Milestones

1. The Performer has, and agrees to maintain, an established accounting system, which complies with Generally Accepted Accounting Principles and the requirements of this Agreement and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for all funding. An acceptable established accounting system is one in which all cash receipts and disbursements are controlled and documented properly.

2. Once the Performer accomplishes a Payable Milestone, the Performer may seek payment from the Government of the corresponding payment amount in the Payable Milestones and Corresponding Payment Schedule in Attachment 3. The Performer shall document the accomplishment of such Payable Milestone by submitting or otherwise providing the Payable Milestones Report required by Attachment 2, Part F. After written verification of the accomplishment of such Payable Milestone by the DARPA

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Agreements Officer's Representative and approval by the DARPA Agreements Officer, the associated invoice will be submitted to the payment office via Wide Area Workflow ("WAWF"), as detailed in subparagraph B.6 of this Article. If a Payable Milestone is composed of more than one task (*e.g.*, Payable Milestones 2, 6, 7, *etc.*), all such tasks in such Payable Milestone must be fully accomplished before the Performer may seek payment for such Payable Milestone. However, if a task in a single task Payable Milestone (or all of the tasks in a multi-task Payable Milestone) cannot be completed by the applicable Milestone (MS) Month set forth in Attachment 3, the Performer will document such event in its Monthly Technical Status Report, and the Parties will execute a contract modification to incorporate required changes in Attachment 3, and in Attachments 1 and 4, as applicable. For clarity, the "MS Month" column set forth in Attachment 3 sets forth the Parties' good faith estimate of the date by which a Payable Milestone will be accomplished, but it is not a deadline for accomplishing the applicable Payable Milestone. In addition, missing the MS Month does not prevent the Performer from subsequently accomplishing the applicable Payable Milestone and has no effect on the corresponding payment amount in Attachment 3 once accomplished.

If deemed necessary by the DARPA Agreements Officer, payment approval for the final Payable Milestone will be made after reconciliation of actual Government funding for the Program with the actual Performer Contribution amount. While there will be this final Government reconciliation and accounting of the Performer Contribution amount, the Parties agree that the quarterly accounting of the Performer Contribution, as reported in the quarterly Business Status Report submitted in accordance with Attachment 2, will not, nor is it necessarily intended or required to, uniformly or proportionally track or match the estimated schedule of the Performer Contribution set forth in either Attachments 3 or 4.

3. Subject to change only through written Agreement modification, payment shall be made to the address of the Performer's Administrator set forth below.

AMYRIS, INC., 5885 Hollis Street, Suite 100, Emeryville, California 94608

4. Payments will be made by the cognizant Defense Agencies Financial Services office, as indicated below, within thirty (30) calendar days of an accepted invoice in WAWF. WAWF is a secure web-based system for electronic invoicing, receipt and acceptance. The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process. Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action. It uses Public Key Infrastructure ("PKI") to electronically bind the digital signature to provide non-reputable proof that the user (electronically) signed the document with the contents. Benefits include online access and full spectrum view of document status, minimized re-keying and improving data accuracy, eliminating unmatched disbursements and making all documentation required for payment easily accessible.

The Performer is required to utilize the WAWF system when processing invoices and receiving reports under this Agreement. The Performer shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF–RA at the https://wawf.eb.mil site, within ten (10) calendar days after award of this Agreement. Step by step procedures to register are available at the https://wawf.eb.mil site. The Performer is directed to use the "2-in-1" format when processing invoices.

a. For the Issue By DoDAAC enter HR0011
b. For the Admin DoDAAC and Ship To fields, enter S0507A.
c. For the Service Acceptor field, enter HR0011, Extension 01.
d. Leave the Inspect by DoDAAC, Ship From Code DoDAAC and LPO DoDAAC fields blank unless otherwise directed by the DARPA Agreements Officer or DARPA Administrative Agreements Officer.

e. The following guidance is provided for invoicing processed under this Agreement through WAWF:

• The DARPA Agreements Officer's Representative identified at Article IV "Agreement Administration" shall continue to formally inspect and accept the deliverable Payable Milestone reports. To the maximum extent practicable, the DARPA Agreements Officer's Representative shall review the Payable Milestone report(s) and either: 1) provide a written notice of rejection to the Performer which includes feedback regarding deficiencies requiring correction or 2) written notice of acceptance to the DARPA Administrative Agreements Officer, DARPA Program Manager and DARPA Agreements Officer.

• Acceptance within the WAWF system shall be performed by the DARPA Agreements Officer upon receipt of a confirmation email, or other form of transmittal, from the DARPA Agreements Officer's Representative.

• The Performer shall send an email notice to the DARPA Agreements Officer's Representative and DARPA Agreements Officer upon submission of an invoice in WAWF (this can be done from within WAWF).

• Payments shall be made by DFAS-CO/WEST (HQ0339)

• The Performer agrees, when entering invoices entered in WAWF to utilize the CLINs associated with each Payable Milestone as delineated at Attachment 3. The description of the CLIN shall include reference to the associated milestone number along with other necessary descriptive information. The Performer agrees that the Government may reject invoices not submitted in accordance with this provision.

Note for DFAS: The Agreement shall be entered into the DFAS system by CLIN – Milestone association as delineated at Attachment 3. The Agreement is to be paid out by CLIN – Milestone association. Payments shall be made using the CLIN (MS)/ACRN association as delineated at Attachment 3.

5. Payee Information: As identified at Central Contractor Registration.

• Cage Code: *
• DUNS: *
• TIN: 55-0856151

6. Financial Records and Reports: The Performer shall maintain adequate records to account for accomplishment of all Payable Milestones for which payment is received by the Performer under this Agreement and shall maintain adequate records to account for the Performer Contribution provided under this Agreement. Upon completion or termination of this Agreement, whichever occurs earlier, the Performer's Administrator shall furnish to the DARPA Agreements Officer a copy of the Final Report required by Attachment 2, Part E. The Performer's relevant financial records are subject to examination or audit on behalf of DARPA by the Government for a period not to exceed three (3) years after expiration or earlier termination of the Term. The DARPA Agreements Officer or designee shall have direct access to sufficient records and information of the Performer to ensure accomplishment of the Payable Milestones for which payment was received by the Performer under this Agreement and satisfaction of the Performer Contribution under this Agreement. Such audit, examination, or access shall be performed during business

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hours on business days upon reasonable, prior written notice and shall be subject to the security requirements of the audited party. For clarity, where the labor component of the Performer Contribution is based upon a fixed price hourly commercial rate(s) documented in a contract (e.g., GSA Schedule contract), the examination or audit of the labor component of such costs shall be limited to a review of hours worked and shall not include a review of the rates.

C. Accounting and Appropriation Data

CLIN/SLIN/ACRN: 0001/01/AA
LOA: 012199 097 0400 000 N 20152016 D 1320 BLTM66 2015.MBT-02.CORE.A DARPA 255
FUNDING AMOUNT: $6,035,686

ARTICLE VI: DISPUTES
A. General
The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

1. Any dispute, disagreement, or misunderstanding between the Government and the Performer concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

2. Whenever disputes, disagreements, or misunderstandings arise, the Party aggrieved by such dispute, disagreement, or misunderstanding shall provide written notice to the other Party involved identifying the matter in dispute and inviting the other Party involved in the dispute to attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. If the aggrieved Party does not provide the notification made under subparagraph B.3 of this Article within three (3) months of becoming aware of the dispute, disagreement, or misunderstanding, then such dispute, disagreement, or misunderstanding will not constitute the basis for relief under this Article unless the Director of DARPA in the interests of justice waives this requirement.

3. Failing resolution by mutual agreement described above, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the DARPA Agreements Officer or the Performer's Administrator, as the case may be) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) business days after providing such notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the DARPA Senior Procurement Executive and a senior executive (no lower than Vice President, Legal) appointed by the Performer. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified in writing that a joint decision has been requested regarding the dispute, disagreement, or misunderstanding. The DARPA Senior Procurement Executive and the Performer's senior executive shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such other Party's written position. Any such joint decision is final and binding.

4. In the absence of a joint decision, upon written request to the Director of DARPA, made within thirty (30) calendar days of the expiration of the time for a joint decision under subparagraph B.3 above, the dispute, disagreement, or misunderstanding shall be further reviewed. The Director of DARPA may elect to conduct this review personally or through a designee or jointly with a senior executive (no lower than Vice

President, Legal) appointed by the Performer. Following the review, the Director of DARPA or designee will resolve the issue(s) and notify the Parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be final and binding.

C. Limitation of Damages

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of Government funding disbursed as of the time the dispute arises. In no event shall the Government be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE VII: PATENT RIGHTS

A. Allocation of Principal Rights

Unless the Performer shall have notified DARPA (in accordance with subparagraph B.2 below) that the Performer does not intend to retain title, the Performer shall retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article and 35 U.S.C. § 202. With respect to any Subject Invention in which the Performer retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the Government the Subject Invention throughout the world.

With regard to Inventions made under this Agreement that are not Subject Inventions, i.e. Inventions relating to genetically modified organisms, strains, or any compounds or products made by or from such organisms or strains that are conceived or first actually reduced to practice in the performance of the Program, the Government retains a right to request from Performer a nonexclusive, nontransferable, irrevocable license, on fair and reasonable terms, to such Inventions to have such Inventions practiced on behalf of the Government throughout the world. The Government will provide Performer with written notice identifying the specific Invention to which it is requesting such license. Prior to granting such license, the Parties agree to negotiate in good faith fair and reasonable terms under which the Performer would be the exclusive supplier/manufacturer to the Government of the desired compound or product under the Government's license. Upon agreement of such fair and reasonable terms between the Performer and the Government, the Performer shall grant the Government the nonexclusive license described above to such identified Inventions. In the event that no agreement is reached between Performer and Government with regard to said fair and reasonable terms on Performer's supply/manufacturing rights, Performer shall nonetheless grant the Government a nonexclusive, nontransferable, irrevocable license, on fair and reasonable terms, to such Inventions to have such Inventions practiced on behalf of the Government throughout the world. Failure to reach agreement on fair and reasonable terms will be resolved in accordance with Article VI. Disputes.

B. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The Performer shall disclose each Subject Invention to DARPA within four (4) months after the inventor discloses it in writing to Performer's personnel responsible for patent matters or, in the case of no internal writing from the inventor, within two (2) months after Performer files a provisional application for it; provided however, that in the event the Performer does not file a provisional application, Performer shall disclose the Subject Invention to the Government within two (2) months of determining that a particular set of experiments and or data qualify as a Subject Invention. The disclosure to the Government shall be in the form of a written report and shall identify the Agreement under which the Subject Invention was Made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Subject Invention. The disclosure shall

also identify any publication, sale, or public use of the Subject Invention and whether a manuscript describing the Subject Invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The Performer shall also submit to the Government an annual listing of Subject Inventions.

2. If the Performer determines that it does not intend to retain title to any such Subject Invention, the Performer shall notify the Government, in writing, within eight (8) months of disclosure to DARPA. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by DARPA to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.

3. The Performer shall file its initial patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. The Performer may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either: (i) ten (10) months of the corresponding initial patent application; or (ii) six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a secrecy order.

4. Requests for extension of the time for disclosure, election, and filing under Article VII, paragraph B, may, at the discretion of DARPA, and after considering the position of the Performer, be granted.

C. Conditions When the Government May Obtain Title

Upon DARPA's written request, the Performer shall convey title to any Subject Invention to DARPA under any of the following conditions:

1. If the Performer fails to disclose or elects not to retain title to the Subject Invention within the times specified in paragraph B of this Article; provided, that DARPA may request title only within sixty (60) calendar days after learning of: (i) the failure of the Performer to disclose; or (ii) Performer's election not to retain title, in each case within the specified times.

2. In those countries in which the Performer fails to file patent applications within the times specified in paragraph B of this Article; provided, that if the Performer has filed a patent application in a country after the times specified in paragraph B of this Article, but prior to its receipt of the written request by DARPA, the Performer shall continue to retain title to the Subject Invention in that country; or

3. In any country in which the Performer decides not to continue the prosecution of, to pay the maintenance fees on, or defend a reexamination of or opposition proceedings on, a patent application or patent on a Subject Invention.

D. Minimum Rights to the Performer and Protection of the Performer's Right to File

1. The Performer shall retain a nonexclusive, royalty-free, paid-up license throughout the world in each Subject Invention to which the Government obtains title under paragraph C of this Article, except if the Performer fails to disclose the Subject Invention within the times specified in paragraph B of this Article. The Performer's license to such Subject Invention extends to the Performer's Affiliates and Collaborators, if any, and includes the right to grant sublicenses of the same scope to the extent that the Performer was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the

approval of DARPA, except as noted above regarding Affiliates and Collaborators of Performer or when transferred to the successor of that part of the Performer's business to which the Subject Invention pertains. DARPA approval for a license transfer requiring DARPA approval shall not be unreasonably withheld or delayed.

2. The Performer's license in subparagraph D.1 of this Article may be revoked or modified by DARPA to the extent necessary to achieve expeditious Practical Application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Performer continues to practice the general technology developed hereunder in pursuit of commercial goals, including the goal of making the products derived from such platforms reasonably accessible to the public.

3. Before revocation or modification of the Performer's license in subparagraph D.1 of this Article, DARPA shall furnish the Performer a written notice of its intention to revoke or modify the license, and the Performer shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

E. Action to Protect the Government's Interest

1. The Performer agrees to execute or to have executed and promptly deliver to DARPA all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the Performer elects to retain title; and (ii) convey title to DARPA when requested under paragraph D of this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. The Performer agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Performer each Subject Invention Made under this Agreement in order that the Performer can comply with the disclosure provisions of paragraph B of this Article. The Performer shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting Subject Inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Performer shall notify DARPA of any decisions not to continue the prosecution of, pay maintenance fees for, or defend in a reexamination or opposition proceedings on a Subject Invention patent application or patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The Performer shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement HR0011-15-3-0001, awarded by DARPA. The Government has certain rights in the invention."

F. Lower Tier Agreements

The Performer shall include this Article VII, suitably modified to identify the Parties and, as applicable, Subcontractors, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work under the Program.

G. Reporting on Utilization of Subject Inventions

1. Pursuant to Attachment 2, the Performer agrees to submit, during the Term, an annual report on the general subject matter research at Performer or its Collaborators, licensees or assignees in connection with utilization of a Subject Invention or on efforts at obtaining such utilization that is being made by the Performer or its Collaborators, licensees or assignees. Such reports shall include information regarding the general fields of potential products where such Subject Inventions may ultimately assist in commercial sales. The Performer also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with paragraph I of this Article. Consistent with 35 U.S.C. § 202(c) (5), DARPA agrees it shall not disclose such information to persons outside the Government without permission of the Performer.

2. All required reporting shall be accomplished, to the extent possible, using the iEdison reporting website: https://s-edison.info.nih.gov/iEdison/. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the DARPA Agreements Officer and DARPA Administrative Agreements Officer.

H. Preference for American Industry

Notwithstanding any other provision of this clause, the Performer agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada, except when such rights are in connection with a Collaborator. However, in individual cases, the requirements for such an agreement beyond what is contemplated herein may be waived by DARPA upon a showing by the Performer: (1) that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States; or (2) that, under the circumstances, domestic manufacture is not commercially feasible.

I. March-in Rights

The Performer agrees that, with respect to any Subject Invention in which it has retained title, DARPA has the right to require the Performer, an assignee, or exclusive licensee of a Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Performer, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:

1. Such action is necessary because the Performer, assignee, or exclusive licensee has not taken effective steps, consistent with the intent of this Agreement, to achieve Practical Application of the Subject Invention;

2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Performer, assignee, or exclusive licensee;

3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Performer, assignee, or exclusive licensee; or

4. Such action is necessary because the agreement required by paragraph I of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subject Invention in the United States is in breach of such agreement.

ARTICLE VIII: DATA RIGHTS

A. Allocation of Principal Rights

1. This Agreement shall be performed with mixed Government and Performer funding. The Parties agree that in consideration for Government funding, the Performer intends to reduce to Practical Application Subject Invention(s) developed under this Agreement.

2. The Performer agrees to retain and maintain in good condition, until two (2) years after completion or termination of this Agreement, all Data necessary to achieve Practical Application of Subject Invention(s).

3. In the event of exercise of the Government's "March-in Rights" as set forth under Article VII or in this subparagraph, the Performer agrees that, with respect to Data necessary to achieve Practical Application of the applicable Subject Invention(s), the Government has the right to require the Performer to deliver, within sixty (60) calendar days from the date of the written request and at no additional cost to the Government, all such Data to the Government in accordance with its reasonable directions if the Government determines that:

(a) Such action is necessary because the Performer, assignee, or exclusive licensee has not taken effective steps, consistent with the intent of this Agreement, to achieve Practical Application of the Subject Invention(s) developed during the performance of this Agreement;

(b) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Performer, assignee, or exclusive licensee; or

(c) Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Performer, assignee, or exclusive licensee.

4. With respect to all Data delivered in the event of the Government's exercise of its right under this subparagraph A.3, the Government shall receive Unlimited Rights.

5. With respect to Data developed, generated or delivered under this Agreement, the Government shall receive Government Purpose Rights.

6. Any data or intellectual property developed or generated exclusively at private expense, either prior to, or outside the scope of, this Agreement, to be utilized or delivered under this Agreement by the Performer and/or its Subcontractors shall be delivered with restrictions as delineated in the List of Intellectual Property Assertions provided in Attachment 5. The Performer reserves the right to add to or modify the data or intellectual property identified in Attachment 5, but agrees that it will not use in the performance of this Agreement any private expense data or intellectual property until Attachment 5 is modified to reflect such additional data or intellectual property, in a contractual document executed by the Contracting Officer.

B. Marking of Data

Pursuant to paragraph A above, any Data delivered under this Agreement shall be marked with the following legend:

"Use, duplication, or disclosure is subject to the restrictions as stated in Agreement HR0011-15-3-0001 between DARPA and Amyris, Inc."

C. Lower Tier Agreements

The Performer shall include this Article, suitably modified to identify the Parties and, as applicable, Subcontractors, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work under the Program.

ARTICLE IX: FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the Term and for two (2) years thereafter.

A. General

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.)

B. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

1. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs B.2 and B.3 below shall apply to any proposed Transfer of Technology. For purposes of this Article IX, a "Transfer of Technology" means a sale of the Performer or of a Subcontractors, and sales or licensing of Technology, however, the term "Transfer of Technology" does not include:

(a) sales of products or components incorporating or produced via a Subject Invention(s), or licenses or sales of any genetically modified organism, strain, or compound made by or from such an organism, strain, excluding genetically modified organism, strain or compound made by or from an organism or strain developed under this Program.

(b) licenses of software or documentation related to sales of products or components described in clause (a), or

(c) a transfer of Technology to foreign subsidiaries of the Performer for purposes related to this Agreement or to Collaborators, or

(d) a transfer of Technology to a Foreign Firm or Institution, which is a Subcontractor or an approved source of supply or source for the conduct of research under this Agreement; provided that such transfer shall be limited to that necessary to allow the Foreign Firm or Institution to perform its approved role under this Agreement.

2. The Performer shall provide written notice to the DARPA Agreements Officer's Representative and DARPA Agreements Officer of any proposed Transfer of Technology to a Foreign Firm or Institution by Performer or a Subcontractor at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what Technology is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Performer's written notification, the DARPA Agreements Officer shall advise the Performer whether it consents to the proposed

Transfer. If DARPA determines that the proposed Transfer of Technology may have adverse consequences to the national security interests of the United States, the Performer (or, if applicable, a Subcontractor) and DARPA shall jointly endeavor to find alternatives to the proposed Transfer of Technology which obviate or mitigate potential adverse consequences of the Transfer of Technology but which provide substantially equivalent benefits to the Performer (or, if applicable, a Subcontractor). In cases where DARPA does not concur or sixty (60) calendar days after receipt and DARPA provides no decision, the Performer (or, if applicable, Performer on behalf of a Subcontractor) may utilize the procedures under Article VI, Disputes. No such Transfer shall take place until a decision is rendered.

3. In the event a Transfer of Technology to a Foreign Firm or Institution which is NOT approved by DARPA takes place, the Performer shall: (a) refund to DARPA funds paid by DARPA for the development of such unapproved transferred Technology; and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the Government such Technology throughout the world for the Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the Performer shall provide written confirmation of such licenses.

C. Lower Tier Agreements

The Performer shall include this Article, suitably modified to identify the Parties and, as applicable, Subcontractors, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work under the Program.

ARTICLE X: TITLE TO AND DISPOSITION OF PROPERTY

A. Title to Property

Title to any items of Property acquired under this Agreement with an acquisition value of $5,000 or less shall vest in the Performer (and/or its Subcontractors) upon acquisition with no further obligation of the Parties unless otherwise determined in advance by the DARPA Agreements Officer. The Performer (and/or its Subcontractors) will acquire Property with an acquisition value greater than $5,000 under this Agreement as set forth in Attachment 6 to this Agreement, which Property is necessary to further the research and development goals of this Program and is not for the direct benefit of the Government. Title to this Property shall vest in the Performer (and/or its Subcontractors) upon acquisition. Should any other item of Property with an acquisition value greater than $5,000 be required during the Program, the Performer shall obtain prior written approval of the DARPA Agreements Officer, which approval shall not to be unreasonably withheld or delayed. Title to this later acquired Property shall also vest in the Performer (and/or its Subcontractors) upon acquisition. The Performer (and/or its Subcontractors) shall be responsible for the maintenance, repair, protection, and preservation of all such Property at its own expense.

B. Disposition of Property with Value >$5,000

At the completion or termination of the Term, title to (i) items of Property set forth in Attachment 6 and (ii) any other items of Property acquired under the Program with an acquisition value greater than $5,000 shall remain vested with the Performer and, if applicable, its Subcontractors without further obligation to the Government.

ARTICLE XI: CIVIL RIGHTS ACT

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000-d) relating to nondiscrimination in Federally assisted programs. The Performer has signed a Certifications for Agreement No. HR0011-15-3-0001, a copy of which is attached hereto as Attachment 7, which certifies, among other matters, the Performer's compliance with the nondiscriminatory provisions of the Act.

ARTICLE XII: SECURITY

The Government does not anticipate the need for the Performer (or its Subcontractors) to develop and/or handle classified information in the performance of this Agreement. No DD254 is currently required for this Agreement.

ARTICLE XIII: SUBCONTRACTORS

The Performer shall make every effort to satisfy the intent of competitive bidding of sub-agreements to the maximum extent practical. The Performer may use foreign entities or nationals as Subcontractors, subject to compliance with the requirements of this Agreement and to the extent otherwise permitted by law.

ARTICLE XIV: KEY PERSONNEL

A. The Performer shall notify the DARPA Agreements Officer in writing prior to making any change in Key Personnel for the Program. The following individuals are designated as "Key Personnel" for the purposes of this Agreement:

Name	Role/Title	% Time
*	Principal Investigator (PI)	100%
*	Co-PI	100%

B. When replacing any of the Key Personnel identified above, the Performer must demonstrate that the qualifications of the prospective Key Personnel are acceptable to the Government as reasonably determined by the Program Manager. Substitution of Key Personnel shall be documented by modification to the Agreement made in accordance with the procedures outlined in Article III, paragraph C.

ARTICLE XV: ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement and language set forth in the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) the Agreement; and (2) all Attachments to the Agreement.

ARTICLE XVI: EXECUTION

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the Performer and the DARPA Agreements Officer. This Agreement, or modifications thereto, may be executed in counterparts each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

ARTICLE XVII: APPLICABLE LAW

United States federal law will apply to the construction, interpretation, and resolution of any disputes arising out of or in connection with this Agreement.

ARTICLE XIII: SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

ARTICLE XIX: DATA SHARING PLAN AND STATUS REPORTING

It is the goal of the Government that its investment in the tools and capabilities developed under the Program to be multiplied many-fold by adoption and improvement by researchers across the United States. In order to achieve this vision, the Living Foundries program aims to facilitate interoperability and open the field to new entrants.

The Performer shall make available the Tools developed under the Program to the broader synthetic biology community by presenting its Program research Data at public meetings, conferences, and workshops and publishing results in peer-reviewed journal articles. At a minimum, the types of information that will be made available to the broader synthetic biology community are as discussed below:

(i) Data and analysis necessary to evaluate the utility of the Tools developed under the Program, including standard operating procedures and design specifications enabling others to reconstitute the equipment, set up, and approaches developed.

(ii) Details required for technical evaluation of the Tools developed under the Program: full protocols, technical drawings of equipment built and specifications met, Data on accuracy and precision of these systems, and results of procedures performed against large number of samples to investigate the robustness and readiness of the approaches for broader distribution – providing a trained reader with the information needed to recapitulate the methods and results described.

(iii) The Key Personnel shall be reasonably available to consult with third parties seeking to replicate the results.

The Performer shall include as part of required monthly Technical Status Reports in Attachment 2 an on-going status of efforts to develop and/or carry out this Intellectual Property and Data Sharing plan. Reporting shall include a summary of Data sharing activities that have taken place during the reporting period, and any Data sharing activities planned to take place within three months of the reporting period.

The Performer shall also include as part of required monthly Technical Status Reports in Attachment 2 a listing of the Performer's Subject Invention disclosures, Subject Invention patent applications and a brief discussion summarizing plans, if any, to license the resulting Subject Inventions (e.g., intent and rationale regarding whether the Performer intends to seek non-exclusive licensing, exclusive licensing for a particular field of use, or exclusive licensing across the board, etc.).

Attachment 1
M2K Program
Statement of Work (SOW)

References:
(a) Amyris Proposal "Mgs to Kgs" (M2K) dated February 3, 2015

As detailed in reference (a), the Performer will complete the work set forth below to achieve the Program Goals / Objectives set forth in Technology Investment Agreement HR0011-15-3-0001.

MODULE A: *
Task A.1: * (Ubersax, Amyris)
Task Objective: *

Milestone (Month 3): *
Metrics/Completion Criteria: *
Deliverables: *

Task A.2: * (Meadows, Amyris)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 30): *

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 36): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 42): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 48): *
Metrics/Completion Criteria: *
Deliverables: *

MODULE B: *

Task B.1: * (Singh, Amyris)
Task Objective: *

Milestone (Month 3): *
Deliverables: *

Milestone (Month 12): *
Deliverables: *

Task B.2: * (Singh, Amyris)
Task Objective: *

Milestone (Month 3): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Task B.3: * (Singh, Amyris)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 15): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18*): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 21): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *.

Milestone (Month 30*):* *
Metrics/Completion Criteria: *
Deliverables: *
Milestone (Month 36*):* *
**Metrics/Completion Criteria*
Deliverables: *

Task B.4: * (Singh, Amyris)
Task Objective: *

Milestone (Month 3): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *.

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *.

Task B.5: Designer (Singh, Amyris)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *
Milestone (Month 21): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 30): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 30): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 36): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 42): *
Metrics/Completion Criteria: *
Deliverables: *

MODULE C: *

Task C.1: * (Toofanny, Arzeda).
Task Objective: *

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Milestone (Month 3): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Task C.2: * (Galdzicki, Arzeda).
Task Objective: *

Milestone (Month 18): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (month 30): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 42): *
Metrics/Completion Criteria: *
Deliverables: *

MODULE D: *

Task D.1: * (Ban, Arzeda)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *

Task D.2: * (Ban, Arzeda)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12*
Metrics/Completion Criteria: ***
Deliverables: *

Milestone (Month 15): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 21): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Task D.3: * (Ban, Arzeda)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverable: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverable: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverable: *

Task D.4: * (Ban, Arzeda)
Task Objective*

Milestone (Month 20): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 22): *
Metrics/Completion Criteria: *
Deliverables*

Milestone (Month 24): ***
Metrics/Completion Criteria: *
Deliverables: *

Task D.5: * (Ban, Arzeda).
Task Objective: *

Milestone (Month 30): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 36): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 45): *
Metrics/Completion Criteria: *
Deliverables: ***

Milestone (Month 48): ***
Metrics/Completion Criteria: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverable: *

MODULE E: *

Task E.1: * (Horwitz, Amyris)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Task E.2: * (Horwitz, Amyris)
Task Objective: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Task E.3 (Month 24): * (Horwitz, Amyris)
Task Objective: *

Milestone (Month 18): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

MODULE F: *

Task F.1: * (Shapland, Amyris)
Task Objective: *

Milestone (Month 3): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask F.1.1 (Month 3): *
Subtask F.1.2 (Month 3): *

Subtask F.1.3 (Month 1): *

Subtask F.1.4 (Month 3): *

Task F.2: * (Shapland, Amyris)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask F.2.1 (Month 3): *

Subtask F.2.2 (Month 3): *
Subtask F.2.2 (Month 4): *

Subtask F.2.4 (Month 5): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Subtask F.2.5 (Month 6): *

Task F.3: * (Shapland, Amyris)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask F.3.1 (Month 3): *

Subtask F.3.2 (Month 3): *

Subtask F.3.2 (Month 4): *

Subtask F.3.4 (Month 10): *

Subtask F.3.5 (Month 12): *

MODULE G: DELETED

MODULE H: *

Task H.1: * (Apffel, Agilent)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask H.1.1 (Month 3): *

Subtask H.1.2 (Month 15): *

Task H.2: * (Denery, Amyris).
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Task H.3: * (Denery, Amyris)
Task Objective: *

Milestone (Month 6): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18) *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask H.3.1 (Month 1): *

Task H.4: * (Apffel, Agilent)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *

Milestone (Month 24): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask H.4.1 (Month 18): *

Task H.5: * (Apffel, Agilent)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask H.5.1 (Month 2): *

Task H.6: * (Denery, Amyris)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Milestone (Month 18): **
Metrics/Completion Criteria: *
Deliverables: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Milestone (Month 30): *
Metrics/Completion Criteria: *
Deliverables: *

MODULE I: *

Task I.1: * (Trapp, Univ. of Heidelberg)
Task Objective: *

Milestone (Month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask I.1.1 (Month 2): *

Subtask I.1.2 (Month 5): *

Subtask I.1.3 (month 8): *

Task I.2: * (Trapp, Univ. of Heidelberg)
Task Objective: *

Milestone (month 9): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask I.2.1 (Month 1): *

Subtask I.2.2 (Month 5): *

Subtask I.2.3 (Month 8): *

Task I.3: * (van Deren, Amyris)
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *
Subtask I.3.1 (Month 10): *

Task I.4: * (van Deren, Amyris)
Task Objective: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask I.4.1 (Month 9): *

Subtask I.4.2 (Month 12): *

Subtask I.4.3 (month 15): *

Task I.5: * (Trapp, Univ. of Heidelberg)
Task Objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Subtask I.5.1 (Month 10): *

Task I.6: * (van Deren, Amyris)
Task Objective: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Subtask I.6.1 (Month 9): *

Subtask I.6.2 (Month 12): *

Subtask I.6.3 (month15): *

MODULE J: *

Task J.1: * (Leaf, Amyris)
Task Objective: *

Milestone (Month 3): *
Deliverables: *

Subtask J1.1 (Month 2): *

Subtask J1.2 (Month 3): *

Milestone (Month 12): *
Deliverables: *

Subtask J1.2 (Month 6): *

Subtask J1.3 (Month 9): *

Milestone (Month 18): *
Deliverables: *

Subtask J1.4 (Month 12): *

Subtask J1.5 (Month 15): *

Subtask J1.6 (Month 18): *

Task J.2: * (Dahl, Amyris).
Task Objective*

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Milestone (Month 21): *
Deliverables: *

Subtask J2.1 (Month 20): *

Milestone (Month 24): *
Deliverables: *

Subtask J2.2 (Month 24): *

Subtask J2.3 (Month 24): *

Task J.3: * (Leaf, Amyris)
Task Objective: *

Milestone (Month 30): *
Deliverables: *

Subtask J3.1 (Month 27): *

Subtask J3.2 (Month 30): *

Subtask J3.3 (Month 30): *

Milestone (Month 30): *
Deliverables: *

Subtask J3.4 (Month 27): *

Subtask J3.5 (Month 30): *

Milestone (Month 33): *
Deliverables: *

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Subtask J3.6 (Month 30): *

Subtask J3.7 (Month 33): *

Milestone (Month 36): *
Deliverables: *
Subtask J3.8 (Month 33): *

Subtask J3.9 (Month 36): *

Task J.4 (Optional): * (Kaufmann-Malaga, Amyris)
Task Objective: *

Milestone (12 months): *
Deliverables: *

Subtask J4.1 (Month 3): *

Subtask J4.2 (Month 6): *

Subtask J4.3 (Month 6): *

Subtask J4.4 (Month 12): *

Milestone (18 months): *
Deliverables: *

Subtask J4.5 (Month 6): *

Subtask J4.6 (Month 12): *

Subtask J4.7 (Month 18): *

Milestone (24 months): *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Deliverables: *

Subtask J4.8 (Month 21): *

Subtask J4.9 (Month 24): *

Subtask J4.10 (Month 24): *

MODULE K: *

Task K.1: * (Wojciechowski, Amyris)
Task Objective: *

Milestone (Month 6): *
Metrics/Completion Criteria: *
Deliverables: *

Task K.2: * (Wojciechowski, Amyris)
Task objective: *

Milestone (Month 12): *
Metrics/Completion Criteria: *
Deliverables: *

Task K.3: * (Wojciechowski, Amyris)
Task objective: *

Milestone (Month 18): *
Metrics/Completion Criteria: *
Deliverables: *

Task K.4: * (Wojciechowski, Amyris)
Task Objective: *
[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**Milestone (Month 24): *
Metrics/Completion Criteria**: *
Deliverables: *

**Milestone (Month 30): *
Metrics/Completion Criteria: *
Deliverables: ***

Task L: Biosafety and Biosecurity Planning and Reporting

Task Objective:The research and engineering depicted in this Statement of Work seeks to make existing capabilities (e.g. genetic modification of microbes to produce commodity chemicals) more efficient with the intended purpose of speeding the development of Living Foundries. The goal of this research is to make better engineering tools, and not to produce microbes that may have dual-use potential. As noted in the Performer's technical proposal, a review of the research activities identified within this Statement of Work determined that this project will not enable technologies that are related to human, animal, or plant health. The Performer's choice of potential chassis or hosts will be made from amongst the list of microbes that, prior to genetic modification, are designated safely handled in a Biosafety Level 1 facility. Additionally, the resulting genetically modified organisms have no selective advantage in the environment. The Performer shall demonstrate throughout the program that all methods and demonstrations of capability comply with national guidance for manipulation of genes and organisms and follow all guidance for biological safety and biosecurity. Demonstrations and testbeds must meet any applicable regulations designed to protect human health and the environment promulgated by the Environmental Protection Agency, National Institutes of Health, or other relevant agencies of the Federal Government. The Performer shall use, store, and destroy biological material in accordance with all applicable regulations.

Deliverable: Include as part of the Monthly Technical Status Reports an on-going status of Performer efforts to develop and/or carry out Bio-Safety and Security requirements.

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

M2K project timelines and milestones

[*]

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

ATTACHMENT 2
REPORT REQUIREMENTS

A. TECHNICAL STATUS REPORT

On or before thirty (30) calendar days after the Effective Date and monthly thereafter throughout the Term, the Performer shall submit, via email, a monthly Technical Status Report to the DARPA Program Manager, DARPA Agreements Officer, Agreement Officer's Representative (AOR), and DARPA ADPM. The Technical Status Report will detail technical progress to date and report on all problems, technical issues, and major developments of the Program, as well as the status of Collaborations using Subject Inventions during the reporting period. Technical Status Reports shall be marked with Distribution Statement B:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

B. BUSINESS STATUS REPORT

On or before ninety (90) calendar days after the Effective Date and quarterly (contract, not calendar) thereafter throughout the Term, the Performer shall submit, via email, a quarterly Business Status Report to the DARPA Program Manager, DARPA Agreements Officer, Agreement Officer's Representative (AOR), and DARPA ADPM. The Business Status Report shall provide summarized details and quarterly accounting of the then-current Performer Contribution amount compared to the then-anticipated Performer Contribution amount set forth in Attachment 4. Any "major deviations" (i.e., over plus or minus 10%) from the anticipated Performer Contribution amount at that time shall be explained along with discussions of the adjustment actions proposed, which could include a potential reduction in Government funding, if necessary, pursuant to Agreement Article I, paragraph C.3. Depending on the circumstances, the Payable Milestones may require adjustment. Business Status Reports shall be marked with Distribution Statement B:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

C. ANNUAL PROGRAM PLAN DOCUMENT

The Performer shall submit via email or otherwise provide to the DARPA Agreements Officer's Representative, DARPA Program Manager and DARPA Agreements Officer one (1) copy each of the Annual Program Plan as described in Article III, paragraph B of the Agreement. This document shall be submitted not later than thirty (30) calendar days following the Annual Site Review as described in Article III, subparagraph B.2(a) of the Agreement. Annual Program Plans shall be marked with Distribution Statement B:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

D. SPECIAL TECHNICAL REPORTS

The Performer shall submit via email or otherwise provide to the DARPA Agreements Officer's Representative, the DARPA Program Manager and DARPA Agreements Officer one (1) copy each of Special Technical Reports on significant Program events such as significant target accomplishments by the Performer, significant tests, experiments, or symposia, as discussed in the Attachment 1, Statement of Work. Special Technical Reports shall be marked with Distribution Statement B:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

E. SCIENTIFIC PAPERS

If, during the Term, the Performer shall publish scientific papers on the Program, one (1) copy of each published scientific paper shall be submitted via email or otherwise provided to the DARPA Agreements Officer's Representative, DARPA Program Manager, and DARPA Agreements Officer. Scientific Papers shall be marked with Distribution Statement A:

"Approved for public release; distribution is unlimited."

E. PAYABLE MILESTONES REPORTS

In order to receive payment for an accomplished Payable Milestone, the Performer shall submit via email or otherwise provide to the DARPA Agreements Officer's Representative, the DARPA Program Manager and DARPA Agreements Officer documentation describing the extent of accomplishment of such Payable Milestone(s). This information contained in such reports shall be as required by Article V, paragraph B of the Agreement and shall be sufficient for the DARPA Agreements Officer's Representative to reasonably verify the accomplishment of the applicable Payable Milestone(s) in accordance with the Attachment 1, Statement of Work and Attachment 3, Payable Milestones and Corresponding Payment Schedule. Payable Milestone Reports shall be marked with Distribution Statement B:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

F. FINAL REPORT
(NOTE: The Final Report is included in the last Payable Milestone for the completed Agreement)

1. The Performer shall submit or otherwise provide a Final Report making full disclosure of all major developments by the Performer upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. With the approval of the DARPA Agreements Officer's Representative, reprints of published articles may be attached to the Final Report. The Final Report shall be submitted via email to the DARPA Program Manager, DARPA Agreements Officer, DARPA Agreement Officer's Representative, DARPA ADPM, and the Defense Technical Information Center.

2. The Final Report shall be marked with a distribution statement to denote the extent of its availability for distribution, release, and disclosure without additional approvals or authorizations. The Final Report shall be marked on the front page in a conspicuous place with the following marking:

"DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil."

G. REPORT MARKINGS

(1) The cover or title page of each of the above reports or publications prepared will have the following citation:

Sponsored by: Defense Advanced Research Projects Agency Biological Technology Office (BTO)
Program: Living Foundries
Issued by: DARPA/CMO under Agreement No. HR0011-15-3-0001

(2) The title page shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

(3) The Final Report shall include a Standard Form 298, August 1998.

(4) All reports shall be marked with the below Distribution Statement and Data Rights statements:

(a) Distribution Statement designations are listed above for each individual type of report.
(b) Government Purpose Rights.

"GOVERNMENT PURPOSE RIGHTS Agreement Number: HR0011-15-3-0001
Contractor Name: Amyris, Inc."

"In accordance with Article VIII, as applicable, contained in the above identified Agreement, the Government has the right to use, duplicate, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only."

(c) Limited Rights.

"LIMITED RIGHTS
Agreement Number: HR0011-15-3-0001
Contractor Name: Amyris, Inc."

"In accordance with Article VIII, as applicable, contained in the above identified Agreement, the Government has the right to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the Data outside the Government."

H. EXECUTIVE SUMMARY

The Performer shall submit a one to two page executive-level summary of the major accomplishments of the Agreement and the benefits of using the "other transactions" authority pursuant to 10 U.S.C. § 2371 upon completion of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for both the military and commercial sectors. Two (2) copies shall be submitted to the DARPA Agreements Officer.

Attachment 3

Total Agreement Funding Plan and Payable Milestones and Corresponding Payment Schedule
Revision 1 (per Modification P00001 dated 10.15.2015)

Total Agreement Funding Plan
(for informational purposes only)

	DARPA Payment Total	Performer Contribution $	Agreement Funding Grand Total	DARPA Share %	Performer Contribution %
Module A Total	**$11,267,168**	**$1,238,563**	$12,505,727	90.10%	9.90%
Module B Total	**$4,517,217**	**$767,829**	$5,285,046	85.47%	14.53%
Module C Total	**$1,065,228**	**$565,813**	$1,631,041	65.31%	34.69%
Module D Total	**$2,532,939**	**$1,003,490**	$3,536,429	71.62%	28.38%
Module E Total	**$1,183,490**	**$1,939,053**	$3,122,543	37.90%	62.10%
Module F Total	**$1,054,407**	**$767,829**	$1,822,236	57.86%	42.14%
Module G Total	DELETED				
Module H Total	**$5,895,752**	**$3,831,230**	$9,726,982	60.61%	39.39%
Module I Total	**$1,462,441**	**$1,775,450**	$3,237,891	45.17%	54.83%
Module J Total	**$3,000,887**	**$2,517,831**	$5,518,718	54.38%	45.62%
Module K Total	**$3,180,481**	**$1,154,251**	$4,334,731	73.37%	26.63%
	$35,160,011	**$15,561,338**	**$50,721,349**	**69.32%**	**30.68%**

Payable Milestones and Corresponding Payment Schedule

Payable Milestones	Task	Metric	Government Payment due the Performer upon Completion	MS Month	CLIN/SLIN/ ACRN
1	*	*	*	1/31/16	0001/01/AA
2	*	*	*		0001/01/AA
	*	*			
	*	*			
3	*	*	*		0001/01/AA
4	*	*	*		0001/01/AA
5	*	*	*		0001/01/AA
6	*	*	*	4/30/16	0001/01/AA
	*	*			
7	*	*	*		0001/01/AA
	*	*			
	*	*			
	*	*			
8	*	*	*		0001/01/AA
9	*	*	*		0001/01/AA

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

10	*	*	*		0001/01/AA
	*	*			
11	*	*	*		0001/01/AA
12	*	*	*		0001/01/AA
13	*	*	*		0001/01/AA
14	*	*	*		0001/01/AA
	*	*			
15	*	*	*		0001/01/AA
	*	*			
	*	*		7/31/16	
16	*	*	*		0001/01/AA
17	*	*	*		0001/01/AA
	*	*			
18	*	*	*		0001/01/AA
19	*	*	*	10/31/16	0001/01/AA

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

20	*	*	*		0001/01/AA
	*	*			
	*	*			
	*	*			
21	*	*	*		0001/01/AA
	*	*			
	*	*			
	*	*			
22	*	*	*		0001/01/AA
23	*	*	*		0001/01/AA
24	*	*	*		0001/01/AA
	*	*			
25	*	*	*		0001/01/AA

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

	*	*			
	*	*			
26	*	*	*		0001/01/AA
27	*	*	*		0001/01/AA
	*	*			
28	*	*	*		0001/01/AA
29	*	*	*	1/31/17	0001/01/AA
30	*	*	*	4/30/17	0001/01/AA
31	*	*	*		0001/01/AA
	*	*			
32	*	*	*		0001/01/AA
33	*	*	*		0001/01/AA

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

	*	*			
34	*	*	*		0001/01/AA
	*	*			
	*	*			
35	*	*	*		0001/01/AA
36	*	*	*		0001/01/AA
37	*	*	*		0001/01/AA
38	*	*	*		0001/01/AA
	*	*			
39	*	*	*		0001/01/AA (Partially funded @ $315,985 at time of TIA Award)
40	*	*	*	7/31/17	
	*	*			
	*	*			
41	*	*	*		
42	*	*	*		
43	*	*	*	4/30/18	
44	*	*	*		
	*	*			
	*	*			

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

	*	*			
45	*	*	*		
	*	*			
	*	*			
	*	*			
46	*	*	*		
	*	*			
	*	*			
47	*	*	*		
	*	*			
48	*	*	*		
49	*	*	*		
50	*	*	*		
51	*	*	*		
	*	*			
	*	*			
52	*	*	*		
	*	*			
53	*	*	*		
54	*	*	*		

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

	*	*			
55	*	*	*		
56	*	*	*	7/31/18	
57	*	*	*		
58	*	*	*		
	*	*		10/31/18	
59	*	*	*		
60	*	*	*		
61	*	*	*		
62	*	*	*	4/30/19	
OPTION 63	*	*	*		
64	*	*	*	7/31/19	
OPTION 65	*	*	*		
66	*	*	*	10/31/19	
		Baseline Costs	**$34,167,843**		
		Option Costs	**$992,168**		
		TOTAL	**$35,160,011**		

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Attachment 4
Funding Schedule

A. Projected Program Funding Commitments

Fiscal Year	**DARPA Funding**	**Performer Contribution**
Year 1	$6,035,686	$2,019,883
Year 2	$10,639,696	$5,978,221
Year 3	$8,415,397	$3,956,931
Year 4	$6,679,680	$2,306,223
Year 5 Firm	$2,397,384	$1,300,079
Year 5 Option	$992,168	Not Applicable
Total	**$35,160,011**	**$15,561,338**

DARPA funding shall be applied toward the following expenses: Direct labor, other direct cost purchases and travel cost, to include indirect costs thereof for all three categories, as included in Amyris's Living Foundries M2K proposal dated 8 May 2015 (as amended).

DARPA has established two option tasks. The criteria for funding these option tasks is set forth in the table below:

Technical Task #	Task # and Title	Cost	Funding Criteria
63	Task C.2 *	$85,125	Completion of Task A.2 (Mth 42)
65	Task A.2: *	$907,043	Completion of Task C.2 (Mth 30)
		$992,168	

B. Projected Performer Contribution

Fiscal Year	**Cash***	**In-Kind****
Year 1	$2,019,883	$0
Year 2	$5,978,221	$0
Year 3	$3,956,931	$0
Year 4	$2,306,223	$0
Year 5	$1,300,079	$0
Total	**$15,561,338**	**$0**

***Cash** contributions consist of: direct labor and direct materials/equipment purchases, to include indirect costs thereof for both categories, as included in Amyris's Living Foundries M2K proposal dated 8 May 2015 (as amended). The aforementioned are considered cash contributions made by Amyris in support of the Living Foundries M2K research program.
****In-kind** contributions consist of: Not applicable

Attachment 5

List of Intellectual Property Assertions by the Performer

The Performer reserves the right to add to or modify this Attachment 5 (including Tables 1, 2, 3, and 4). Note that divisional patents and patent applications are not listed in this Attachment 5

Table 1 lists technical data and computer software of Amyris, Inc. that is intended to be generated, developed and/or delivered as a result of the work proposed for the Program, for which the Government will acquire Limited Rights.

Table 1.			
Technical Data and Computer Software to be Furnished with Restrictions		**Basis for Assertion**	**Name of Person Asserting Restrictions**
• *	Limited Rights	*	Amyris, Inc.
• *	Limited Rights	Software suites were developed exclusively with private funding.	Amyris, Inc.
• *	Limited Rights	Software suites were developed exclusively with private funding.	Amyris, Inc.

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Table 2 provides an exemplary, non-limiting list of patents and patent applications, pending or issued as of September 11, 2015, of Amyris, Inc., the Inventions of which may be used in the performance of the Program but to which the Government shall have no rights because they existed prior to the Effective Date:

Table 2.

Title	Application No.	Patent No. (Publication No.)
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
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*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Table 3 lists technical data and computer software of Arzeda Corp. that is intended to be generated, developed and/or delivered as a result of the work proposed for the Program, for which the Government will acquire Limited Rights.

Table 3.			
Technical Data and Computer Software to be Furnished with Restrictions		**Basis for Assertion**	**Name of Person Asserting Restrictions**
*	Limited Rights	*	Arzeda Corp.
*	Limited Rights	*	Arzeda Corp.
*	Limited Rights	*	Arzeda Corp.
*	*Limited Rights	*	Arzeda Corp.
*	Limited Rights	*	Arzeda Corp.
*	Limited Rights	*	Arzeda Corp.

Table 4 provides an exemplary, non-limiting list of patents and patent applications, pending or issued as of September 11, 2015, of Arzeda Corp., the Inventions of which may be used in the performance of the Program but to which the Government shall have no rights because they existed prior to the Effective Date:

Table 4.

Title	Application No.	Patent No. (Publication No.)
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Attachment 6
List of Property Greater than $5,000

Module	Material/Equipment	Units	Unit $	Total Cost
E	*	1	$237,177	$237,177
E	*	4	$4978	$19,912
E	*	1	$108,405	$108,405
E	*	1	$321,849	$321,849
E	*	2	$60,061	$120,122
E	*	1	$363,759	$363,759
H	*	2	$787,291.50	$1,574,583
H	*	1	$150,431	$150,431
H	*	1	$495,970	$495,970
H	*	1	$424,530	$424,530
H	*	1	$20,258	$20,258
H	*	1	$33,440	$33,440
I	*	1	$111,991	$111,991
I	*	1	$129,221	$129,221
I	*	1	$766,409	$766,409
J	*	1	$190,859	$190,859
J	*	1	$123,407	$123,407
J	*	3	$190,859	$572,577
J	*	3	$123,407	$370,221
J	*	1	$150,000	$150,000
K	*	1	$232,690	$232,690
K	*	1	$30,000	$30,000

[*] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Attachment 7

CERTIFICATIONS FOR AGREEMENT NO. HROOll-lS-3-0001

1. The undersigned certifies, to the best of his or her knowledge and belief, that this organization

(a) Pursuant to Executive Order 12549 and implementing rule, is presently not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Pursuant to Public Law 100-690 and implementing final rule, effective 24 July 1990, will provide a drug-free workplace. The place of performance is:

5885 Hollis Street, Suite 100	Emeryville, Alameda, CA	94608
[Street Address]	[City, County, State]	[Zip code]

(c) Is in compliance with the provisions of DoD Directive 5500.11, "Nondiscrimination in Federally Assisted Programs", which implements Title VI of the Civil Rights Act of 1964.

2. The following certification applies only to actions exceeding $100,000.00:

Section 1352, Title 31, u.s.c. (Public Law 101-121, Section 319) entitled, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or other transaction.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, cooperative agreement, or other transaction, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, cooperative agreements and other transactions) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

3. The undersigned represents that -

(a) It is [ ] is not **[X]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

(b) It is [ ] is not **[X]** a corporation that was convicted of a felony criminal violated under Federal law within the preceding 24 months.

Joel Cherry, Ph.D., President, Research and Development
[Typed Name and Title of Official responsible for this transaction]

Amyris, Inc.
[Name of Organization/Institution]

[Signature of Official responsible for this transaction] [Date]

CONFIDENTIAL TREATMENT REQUESTED. CERTAIN PORTIONS OF THIS DOCUMENT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND, WHERE APPLICABLE, HAVE BEEN MARKED WITH AN ASTERISK TO DENOTE WHERE OMISSIONS HAVE BEEN MADE. THE CONFIDENTIAL MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Amendment No. 1 to the FINANCING AGREEMENT by CREDIT OPENING No 11.2.0977.1, ENTERED INTO BETWEEN THE NATIONAL BANK FOR ECONOMIC AND SOCIAL DEVELOPMENT – BNDES and AMYRIS BRASIL LTDA., AS FOLLOWS:

THE NATIONAL BANK FOR ECONOMIC AND SOCIAL DEVELOPMENT – BNDES, hereafter referred to as BNDES, a government-owned company headquartered in Brasilia, Federal District, with services in this City, on Avenida Republic of Chile No. 100, enrolled with CNPJ under 33,657,248/0001 89, through its undersigned representatives;

and

AMYRIS BRASIL LTDA., hereafter referred to as THE BENEFICIARY, a company with its head offices in Campinas, State of São Paulo, at R. James Clerk Maxwell, nº 315, enrolled with the CNPJ under Nº 09.379.224/0001-20, through its undersigned representatives,

have, between them, fair and agreed to add the Agreement for Credit Opening No 11.2.0977.1, hereinafter referred to as the Agreement between BNDES and the BENEFICIARY in November 16, 2011, for particular instrument, registered and recorded in microfilm under No 1,233,398, in 1 December 2011, 6° Trade Titles and documents registry of the judicial district of the Capital of Rio de Janeiro , State of Rio de Janeiro; under 76780, in December 19, 2011, 2° of Titles and documents Registry of the District Court of Piracicaba, State of Sao Paulo; under 4984, in December 6, 2011, Titles and documents registry of the Comarca de Brotas, State of Sao Paulo, and under 87993 in November 30, 2011, 2° of Titles and documents Registry of the region of Campinas, Sao Paulo State, which this instrument becomes part

part and parcel, for all purposes and effects of law, under the following clauses::

FIRST

AMENDMENT OF SEVENTH CLAUSE AND ANNEX I OF THE CONTRACT

In the face of the agreement now signed, BNDES and the BENEFICIARY agree to amend the Seventh Clause of the contract and annex I thereto, which shall take effect with the new wording indicated below and in the annex to this Additive:

"SEVENTH

WARRANTY OF OPERATION

To ensure payment of any obligations arising out of this agreement, as the principal of the debt, interest, commissions, conventional penalty, fines and costs,, the BENEFICIARY give BNDES fiduciary property, in accordance with article 66-B of law nº 4728, 14.07.65 and, as applicable, of the Civil Code, the machinery and equipment of its property located on Highway Brotas/Torrinha , km 7.5, Paradise Ranch, Brotas-SP, assessed in R$ 24,939,370.31 (twenty-four million, nine hundred and thirty-nine thousand, three hundred and seventy reais and thirty-one cents), to the date of 8/15/2011, described and defined in annex I of this agreement.

PARAGRAPH ONE

The BENEFICIARY declares that the goods mentioned in this Clause are in your possession and, free and clear of any encumbrances, including tax.

PARAGRAPH TWO

BNDES reserves the right to request a reassessment of property written, having taken place, at its option, depreciation of collateral. "

SECOND

RATIFICATION

Are ratified, in this Act, by the Contracting Parties, all the terms and conditions of the Agreement, in that they do not collide with what is established in this Amendment, maintained the agreed guarantees in that Agreement no matter the gift in novation.

THIRD

RECORD

The BENEFICIARY is obliged to promote the registration of this additive on the fringes of the records indicated in its preamble to the Counties of Rio de Janeiro – RJ, Campinas-SP and Brotas-SP, within total of 120 (one hundred twenty) days from this date, which may be extended at the discretion of the BNDES through letters.

The leaves of this instrument are initialled by Anae Matsushita Veronezi, BNDES, lawyer for authorization of legal representatives that sign.

And, to be fair and contractors, sign the present in 03 (three) copies, of equal content and to one end, in the presence of the undersigned witnesses.

Rio de Janeiro, 28 June 2013

(Signatures Page to Amendment No.1 to the Financing Agreement 11.2.0977.1)

By BNDES:

/s/ Gabreiel Lourenco Gomes

/s/ Rodrigo Matos Huet de Bacellar

BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL-BNDES

By BENEFICIARIA:

/s/ Paulo Sergio de Oliveira Diniz
Paulo Sergio de Oliveira Diniz
Diretor Presidente

/s/ Erica de Paula Baumgarten
Erica de Paula Baumgarten
Diretora Adueivistrativa e Finauceira

AMYRIS DO BRAZIL LTDA.

WITNESSES:

/s/ Mayara Muniz de Fritas
Nome: Mayara Muniz de Fritas
CPF

/s/ Denise G. Gercoli
Nome: Denise G. Gercoli
CPF:

ANNEX I – MACHINES AND EQUIPMENT-TRUST PROPERTY-SEVENTH CLAUSE OF THE FINANCING CONTRACT Nº 11.2.0977.1

Asset Description	NCM/SH	Asset No	Qtd.	Supplier	NF	Issue Date	Total Amount
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CONFIDENTIAL TREATMENT REQUESTED. CERTAIN PORTIONS OF THIS DOCUMENT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND, WHERE APPLICABLE, HAVE BEEN MARKED WITH AN ASTERISK TO DENOTE WHERE OMISSIONS HAVE BEEN MADE. THE CONFIDENTIAL MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Amendment No. 2 to the FINANCING AGREEMENT by CREDIT OPENING No 11.2.0977.1, ENTERED INTO BETWEEN THE NATIONAL BANK FOR ECONOMIC AND SOCIAL DEVELOPMENT – BNDES and AMYRIS BRASIL LTDA., AS FOLLOWS:

THE NATIONAL BANK FOR ECONOMIC AND SOCIAL DEVELOPMENT – BNDES, hereafter referred to as BNDES, a government-owned company headquartered in Brasilia, Federal District, with services in this City, on Avenida Republic of Chile No. 100, enrolled with CNPJ under 33,657,248/0001 89, through its undersigned representatives;

and

AMYRIS BRASIL LTDA., hereafter referred to as THE BENEFICIARY, a company with its head offices in Campinas, State of São Paulo, at R. James Clerk Maxwell, nº 315, enrolled with the CNPJ under Nº 09.379.224/0001-20, through its undersigned representatives,

have, between them, fair and agreed to add the Agreement for Credit Opening No 11.2.0977.1, hereinafter referred to as the Agreement between BNDES and the BENEFICIARY in November 16, 2011, for particular instrument, registered and recorded in microfilm under No 1,233,398, in 1 December 2011, 6° Trade Titles and documents registry of the judicial district of the Capital of Rio de Janeiro , State of Rio de Janeiro; under 76780, in December 19, 2011, 2° of Titles and documents Registry of the District Court of Piracicaba, State of Sao Paulo;

under 4984, in December 6, 2011, Titles and documents registry of the Comarca de Brotas, State of Sao Paulo, and under 87993 in November 30, 2011, the second a titles and documents registry office of the region of Campinas, State of São Paulo, as amended by the Additive nº 1, signed between BNDES and the BENEFICIARY in June 28, 2013 for particular instrument, duly recorded on the sidelines of the records listed above,which this instrument becomes part and parcel, for all purposes and effects of law, under the following clauses:

FIRST

AMENDMENT OF SEVENTH CLAUSE AND ANNEX I OF THE CONTRACT

In the face of the agreement now signed, BNDES and the BENEFICIARY agree to amend the Seventh Clause of the contract and annex I thereto, which shall take effect with the new wording indicated below and in the annex to this Amendment:

"SEVENTH

WARRANTY OF OPERATION

To ensure the payment of any obligations arising out of this agreement, as the principal of the debt, interest, commissions, conventional penalty, fines and costs, the BENEFICIARY gives BNDES to fiduciary property, in accordance with article 66-B of law nº 4,728, 14.07.65 and, as applicable, of the Civil Code, the machinery and equipment of its property located on Highway Brotas/Torrinha , km 7.5, Paradise Ranch, Brotas-SP, valued at R **$ 16,586,900 (sixteen million, five hundred and eighty six thousand and nine hundred reais)**, to the date of **4/28/2014**, described and defined in annex I of this agreement.

PARAGRAPH ONE
The BENEFICIARY declares that the goods mentioned in this Clause are in your possession and, free and clear of any encumbrances, including tax.

SECOND PARAGRAPH
BNDES reserves the right to request a reassessment of property written, having taken place, at its option, depreciation of collateral. "

SECOND

RATIFICATION

Are ratified, in this Act, by the Contracting Parties, all the terms and conditions of the Agreement, in that they do not collide with what is established in this Amendment, maintained the agreed guarantees in that Agreement no matter the gift in novation.

THIRD

RECORD

The BENEFICIARY is obliged to promote the registration of this additive on the fringes of the records indicated in its preamble to the Counties of Rio de Janeiro – RJ, Campinas-SP and Brotas-SP, within total of 120 (one hundred twenty) days from this date, which may be extended at the discretion of the BNDES through letters.

The leaves of this instrument are initialled by Anaê Matsushita Veronezi, BNDES, lawyer for authorization of legal representatives that sign.

And, to be fair and contractors, sign the present in 02 (two) copies, of equal content and to one end, in the presence of the undersigned witnesses.

Rio de Janeiro, 16 September 2015

(Signatures Page to Amendment No.2 to the Financing Agreement 11.2.0977.1)

By BNDES:

/s/ ILLEGIBLE	/s/ Rodrigo Matos Huet de Bacellar

BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL-BNDES

By BENEFICIARY:

/s/ Erica Baumgarten	/s/ Giani Ming Valent
Erica Baumgarten Diretora Financeira Amyris Brasil Ltda.	Amyris Brasil Ltda. Giani Ming Valent, pmp Diretor de Engenharta

AMYRIS BRAZIL LTDA.

WITNESSES:

/s/ Mayara Muniz de Fritas	/s/ Marina Muniz Giaccio
Nome: Mayara Muniz de Fritas CPF:	Nome: Marina Muniz Giaccio CPF:

ANNEX I – MACHINES AND EQUIPMENT-TRUST PROPERTY-SEVENTH CLAUSE OF THE FINANCING CONTRACT Nº 11.2.0977.1

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TOTAL				**16,586,900 .00**

Exhibit 31.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

PURSUANT TO RULE 13a-14(c) and 15d-(14(a) OF THE SECURITIES EXCHANGE ACT OF 1934

I, John Melo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amyris, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

/s/ JOHN G. MELO

John Melo

President and Chief Executive Officer

Exhibit 31.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER

PURSUANT TO RULE 13a-14(c) and 15d-(14(a) OF THE SECURITIES EXCHANGE ACT OF 1934

I, Raffi Asadorian, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amyris, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

/s/ RAFFI ASADORIAN

Raffi Asadorian
Chief Financial Officer

Exhibit 32.01

Certification of CEO Furnished Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant To
Section 906 of The Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Amyris, Inc. (the "Company") on Form 10-Q for the quarterly period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof, I, John Melo, Chief Executive Officer of the Company, certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the quarterly period ended September 30, 2015 (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 9, 2015

/s/ JOHN G. MELO

John Melo
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.02

Certification of CFO Furnished Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant To
Section 906 of The Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Amyris, Inc. (the "Company") on Form 10-Q for the quarterly period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof, I, Raffi Asadorian, Chief Financial Officer of the Company, certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the quarterly period ended September 30, 2015 (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 9, 2015

/s/ RAFFI ASADORIAN
Raffi Asadorian
Chief Financial Officer
(Principal Financial Officer)