UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **August 4, 2014**

METABOLIX, INC.
(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction of Incorporation)

001-33133	**04-3158289**
(Commission File Number)	(IRS Employer Identification No.)
21 Erie Street, Cambridge, Massachusetts	**02139**
(Address of Principal Executive Offices)	(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Securities Purchase Agreement

On August 4, 2014, Metabolix, Inc. (the "Company"), entered into a Securities Purchase Agreement (the "Purchase Agreement") with certain qualified institutional investors, certain existing investors and certain members of the Company's Board of Directors and executive management team, all as listed in the Purchase Agreement (each, an "Investor" and, collectively, the "Investors"), pursuant to which the Company agreed to sell to the Investors units of the Company's securities (the "Units") for an aggregate purchase price of $25.0 million (the "Proposed Transaction"). The Unit price will be $0.50 per Unit, or $0.25 per share of the Company's common stock, par value $0.01 per share ("Common Stock"), on an as-converted basis, and each Unit will consist of one (1) share of Common Stock and one one-thousandth (1/1,000) of a share of the Company's to-be-designated Series B Preferred Stock, par value $0.01 per share (the "Preferred Stock"). Each share of Preferred Stock issued in the Proposed Transaction will automatically convert into 1,000 shares of Common Stock upon the effectiveness of the filing of a charter amendment to increase the number of authorized shares of the Company's Common Stock to not less than 150,000,000.

The Purchase Agreement contains representations, warranties and covenants of the Company and the Investors, including, among others, indemnification obligations of the Company for the benefit of the Investors. The closing of the Proposed Transaction is subject to the Company's obtaining a financial viability exception from obtaining stockholder approval under Nasdaq Listing Rule 5635(f). In addition to obtaining the financial viability exception, the closing of the Proposed Transaction is subject to certain specified conditions, including, among others:

- that the representations and warranties of the Company and of the Investors contained in the Purchase Agreement shall remain true and correct as of the closing date in all material respects;

- that no statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered or promulgated by any court or governmental authority of competent jurisdiction which prohibits the consummation of the Proposed Transaction;

- that there has not been a Material Adverse Effect (as defined in the Purchase Agreement); and

- the letter agreement dated February 6, 2012 with Jack W. Schuler, Renate Schuler and the Schuler Family Foundation (the "Schuler Stockholders") be amended and restated in its entirety to provide that following the consummation of the Proposed Transaction, the Schuler Stockholders will not purchase any shares of Common Stock if such purchase would increase their beneficial ownership above 44%, and to remove all other representations, warranties and covenants from the letter agreement**.**

Assuming receipt of the financial viability exception and the satisfaction of the other closing conditions, the Company anticipates that the Proposed Transaction will close one trading day after satisfaction of the closing conditions, but no earlier than 10 days after the Company mails to its shareholders a notification that the Company will not be seeking shareholder approval of the Proposed Transaction.

Pursuant to the Purchase Agreement, the Company's Board of Directors is required to use commercially reasonable efforts as soon as possible, and in any event not later than the 75th day after the closing date, for the purpose of obtaining stockholder approval of a charter amendment to increase the number of authorized shares of the Company's Common Stock to not less than 150,000,000.

Pursuant to the Purchase Agreement, at the request of the holders of at least a majority of the Common Shares and the shares of Common Stock issued or issuable upon conversion of the Preferred Shares, the Company is required to use commercially reasonable efforts to file with the Securities and Exchange Commission, no later than 15 business days after the stockholder approval of the charter amendment, a registration statement covering the resale of such shares.

The foregoing is a summary description of certain terms of the Purchase Agreement and, by its nature, is incomplete. A copy of the Purchase Agreement is filed as Exhibit 10.1 to this Form 8-K and is incorporated herein by reference. All readers are encouraged to read the entire text of the Purchase Agreement.

Series B Preferred Stock

The terms, rights and privileges of the Preferred Stock will be set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock (the "Certificate of Designation") to be filed by the Company with the Delaware Secretary of State.

Except for stock dividends or distributions for which adjustments are to be made pursuant to the Certificate of Designation, holders of the Preferred Stock will be entitled to receive dividends on shares of Preferred Stock equal (on an as-if-converted-to-Common Stock basis) to and in the same form as dividends actually paid on shares of the Common Stock when, as and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of the Preferred Stock.

Except as otherwise provided in the Certificate of Designation or as otherwise required by law, the Preferred Stock will have no voting rights. However, as long as any shares of the Preferred Stock are outstanding, the Company shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Preferred Stock, alter or change adversely the powers, preferences or rights given to the Preferred Stock or alter or amend the Certificate of Designation in a manner that adversely affects the powers, preferences or rights given to the Preferred Stock.

The shares of Preferred Stock will automatically convert into Common Stock upon the filing and acceptance of a charter amendment with the Secretary of State of the State of Delaware to increase the authorized number of shares of Common Stock to not less than 150,000,000. Each share of Preferred Stock will convert into 1,000 shares of Common Stock, subject to adjustment in the event of certain corporate transactions.

Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, the holders of the Preferred Stock will be entitled to receive out of the assets, whether capital or surplus, of the Company an amount equal (on an as-if-converted-to-Common Stock basis) to and in the same form as amounts actually paid on shares of the Common Stock.

The foregoing is a summary description of certain terms of the Certificate of Designation and, by its nature, is incomplete. A copy of the Certificate of Designation is filed as Exhibit 4.1 to this

Form 8-K and is incorporated herein by reference. All readers are encouraged to read the entire text of the Certificate of Designation.

Additional Information About the Proposed Transaction

Securities to be issued upon the closing of the Proposed Transaction have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or applicable state securities laws, and unless so registered, any such securities sold may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the 1933 Act and applicable state securities laws. This report does not constitute an offer to sell or the solicitation of an offer to buy securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

Termination of Shareholder Rights Agreement

In connection with the execution of the Purchase Agreement described above, on August 4, 2014, the Company entered into an Amendment and Termination of the Rights Agreement, dated as of July 7, 2009, as amended, between the Company and American Stock Transfer & Trust Company, LLC as Rights Agent. Pursuant to the Amendment and Termination, the Rights Agreement was terminated effective August 4, 2014 and is of no further force or effect.

Cautions About Forward-Looking Statements

This report contains forward-looking statements, including statements about the terms, timing, completion and effects of the Proposed Transaction and the Company's intended use of proceeds therefrom. However, the Company may not be able to complete the Proposed Transaction on the terms described herein

or other acceptable terms or at all because of a number of factors, including the failure to obtain the Nasdaq financial viability exception for the Proposed Transaction or to satisfy the other closing conditions in the Purchase Agreement. While the Company believes that it meets the criteria for obtaining the Nasdaq financial viability exception, if the closing of the Proposed Transaction does not occur on or before September 15, 2014, the Purchase Agreement may be terminated by any Investor, but only as to such Investor's obligations and without any effect on the obligations between the Company and the other Investors. Based on current projections, the Company anticipates that, unless by mid-August, 2014, it is reasonably likely that it will be able to obtain additional funding by August 31, 2014, the Company will be forced to

initiate steps to cease operations. Even if the Proposed Transaction is consummated, the Company's future growth plans may not be successful.

Item 1.02 Termination of a Material Definitive Agreement.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.02 in its entirety.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.02 in its entirety. The Units are to be sold to the Investors in reliance upon an exemption from registration afforded by Section 4(2) of the 1933 Act and Rule 506 of Regulation D promulgated thereunder. Each of the Investors is an "accredited investor" within the meaning of Regulation D.

Item 7.01 Regulation FD Disclosure.

On August 4, 2014, the Company issued a press release announcing that it has entered into the Purchase Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 7.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Form of Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock.
4.2	Amendment and Termination of Shareholder Rights Agreement between Metabolix, Inc. and American Stock Transfer & Trust Company, LLC dated August 4, 2014
10.1	Securities Purchase Agreement dated August 4, 2014 among Metabolix, Inc. and the investors named therein.
99.1	Press Release of Metabolix, Inc. dated August 4, 2014.

SIGNATURES

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

METABOLIX, INC.

Date: August 4, 2014

By: /s/ Joseph Shaulson
Joseph Shaulson
President & Chief Executive Officer

METABOLIX, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES B CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

The undersigned, Joseph Shaulson and Sarah P. Cecil, do hereby certify that:

1. They are the President and Secretary, respectively, of Metabolix, Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue Five Million shares of preferred stock, $0.01 par value, none of which have been issued.

3. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of Five Million shares, $0.01 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions and other matters relating to a series of the preferred stock, which shall consist of up to 50,000 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Alternate Consideration" shall have the meaning set forth in Section 7(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Charter Amendment" means the amendment of the Corporation's Amended and Restated Certificate of Incorporation, as amended, to increase the authorized number of shares of Common Stock to not less than 150,000,000.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, par value $0.01 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Price" shall have the meaning set forth in Section 6(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series B Preferred Stock in accordance with the terms hereof.

"Conversion Shares Registration Statement" means a registration statement that registers the resale of all Conversion Shares of the Holders, who shall be named as "selling stockholders" therein and meets the requirements of Section 9 of the Purchase Agreement.

"Delaware Courts" shall have the meaning set forth in Section 8(c).

"Fundamental Transaction" shall have the meaning set forth in Section 7(d).

"Holder" shall have the meaning given such term in Section 2.

"Issue Date Price" shall have the meaning set forth in Section 7(f).

"Liquidation" shall have the meaning set forth in Section 5.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Purchase Agreement" means the Securities Purchase Agreement, dated as of August 4, 2014, among the Corporation and the original Holders, as amended, modified or supplemented from time to time in accordance with its terms.

"Purchase Rights" shall have the meaning set forth in Section 7(b).

"Securities" means the Series B Preferred Stock and the Underlying Shares.

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

"Series B Preferred Stock" shall have the meaning set forth in Section 2.

"Stated Value" shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

"Stockholder Approval" means the approval of the Charter Amendment by the requisite stockholders of the Corporation.

"Successor Entity" shall have the meaning set forth in Section 7(d).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

"Transaction Documents" means this Certificate of Designation, the Purchase Agreement, and all exhibits and schedules hereto and thereto.

"Transfer Agent" means American Stock Transfer and Trust Company, the current transfer agent of the Corporation, and any successor transfer agent of the Corporation.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Series B Preferred Stock.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series B Convertible Preferred Stock (the "Series B Preferred Stock") and the number of shares so designated shall be up to 50,000 (which shall not be subject to increase without the written consent of all of the holders of the Series B Preferred Stock (each, a "Holder" and collectively, the "Holders")). Each share of Series B Preferred Stock shall have a par value of $.01 per share and a stated value equal to $1,000 (the "Stated Value").

Section 3. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, Holders shall be entitled to receive, and the Corporation shall pay, dividends or distributions on shares of Series B Preferred Stock equal (on an as-if-converted-to-Common Stock basis) to and in the same form as dividends or distributions actually paid on shares of the Common Stock when, as and if such dividends or distributions are paid on shares of the Common Stock. No other dividends or distributions shall be paid on shares of Series B Preferred Stock.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Series B Preferred Stock shall have no voting rights. However, as long as any shares of Series B Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series B Preferred Stock, alter or change adversely the powers, preferences or rights given to the Series B Preferred Stock or alter or amend this Certificate of Designation in a manner that adversely affects the powers, preferences or rights given to the Series B Preferred Stock.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal (on an as-if-converted-to-Common Stock basis) to and in the same form as amounts actually paid on shares of the Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Mandatory, Automatic Conversion. Upon the filing and acceptance of the Charter Amendment with the Secretary of State of the State of Delaware, each share of Series B Preferred Stock shall automatically convert into that number of shares of Common Stock determined by dividing the Stated Value of such share of Series B Preferred Stock by the Conversion Price. Any conversion pursuant to this Section 6(a) shall occur automatically and without any further action by the Holders and whether or

not the certificates representing such shares of Series B Preferred Stock are surrendered to the Corporation or its Transfer Agent. Upon the occurrence of such automatic conversion, the Corporation shall provide written notice to the Holders, and the Holders shall, a reasonable time thereafter, surrender the certificates representing such shares at the office of the Corporation or any Transfer Agent for the Series B Preferred Stock. Thereupon, there shall be issued and delivered to such Holder promptly at such office and in its name as shown on the Corporation's stock records, a certificate or certificates for the number of shares of Common Stock into which the shares of Series B Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred. All Shares of Series B Preferred Stock converted into Common Stock in accordance with the terms hereof shall be deemed to have been retired and canceled and shall not be reissued.

b) Conversion Price. The conversion price for the Series B Preferred Stock (the "Conversion Price") shall equal $1.00, subject to adjustment as provided in Section 7.

c) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series B Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

d) Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of Series B Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates; provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holders of such shares of Series B Preferred Stock and the Corporation shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

e) Issuance Limitations. Notwithstanding anything herein to the contrary, the Series B Preferred Stock may not be converted into any shares of Common Stock unless the Corporation has obtained Stockholder Approval.

Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while the Series B Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes

a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, Series B Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a), if, at any time while the Series B Preferred Stock is outstanding, the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then each Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Series B Preferred Stock immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

c) Pro Rata Distributions. During such time as Series B Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of the Series B Preferred Stock, then, in each such case, Holders shall be entitled to participate in such Distribution to the same extent that such Holders would have participated therein if such Holders had held the number of shares of Common Stock acquirable upon complete conversion of Series B Preferred Stock immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

d) Fundamental Transaction. If, at any time while Series B Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including,

without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or Affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent conversion of Series B Preferred Stock, Holders shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(e) on the conversion of Series B Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which Series B Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(e) on the conversion of Series B Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, the Holders shall be given the same choice as to the Alternate Consideration as to the securities, cash or property to be received upon any conversion of Series B Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with

the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the Purchase Agreement in accordance with the provisions of this Section 7(d) pursuant to written agreements and shall, at the option of a Holders, deliver to the Holders in exchange for Series B Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to Series B Preferred Stock which is convertible into a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of Series B Preferred Stock (without regard to any limitations on the conversion of Series B Preferred Stock) prior to such Fundamental Transaction, and with a conversion price which applies the Conversion Price to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of Series B Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holders. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

e) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

f) Notice to the Holders of Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Secretary, or such other address as

the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the facsimile number or address of such Holder, as set forth in Schedule I to the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section 8(a) prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section 8(a) on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Lost or Mutilated Series B Preferred Stock Certificate. If a Holder's Series B Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series B Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation and, if requested by the Corporation, in its reasonable discretion, the receipt of a bond in a customary amount

c) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the

principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts of the State of Delaware (the "Delaware Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being

served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

d) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

f) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

h) Status of Converted or Redeemed Series B Preferred Stock. Shares of Series B Preferred Stock may only be issued pursuant to the Purchase Agreement. If any shares of Series B Preferred Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series B Convertible Preferred Stock.

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RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be, and they hereby are, authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this day of August 2014.

Joseph Shaulson President	Sarah P. Cecil Secretary

Exhibit 4.2

AMENDMENT AND TERMINATION
OF
SHAREHOLDER RIGHTS AGREEMENT

This Amendment and Termination (this "**Amendment and Termination**") of the Rights Agreement (as defined below) is entered into as of August 4, 2014, between Metabolix, Inc., a Delaware corporation (the "**Company**"), and American Stock Transfer & Trust Company, LLC, a New York Limited Liability Trust Company, as Rights Agent ("**AST**"). All capitalized terms used herein and not otherwise defined shall having the meaning ascribed to them in the Rights Agreement.

WITNESSETH:

WHEREAS, the Company is party to the Shareholder Rights Agreement, dated as of July 7, 2009 (the "**Rights Agreement**") with AST, as Rights Agent;

WHEREAS, the Board of Directors of the Company has determined to terminate the Rights Agreement and, in furtherance thereof, the Company desires to enter into this Amendment and Termination pursuant to which the Rights Agreement will be amended to provide that (i) the Rights will expire at the Close of Business on August 4, 2014, and (ii) the Rights Agreement will be terminated upon the expiration of the Rights; and

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company may, prior to a Section 11(a)(ii) Event, supplement or amend the Rights Agreement without the approval of any holders of certificates representing shares of common stock of the Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

1. Amendment to Section 7(a). The first sentence of Section 7(a) of the Rights Agreement is hereby amended to read as follows:

"(a) Subject to Section 7(e) hereof, the registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase and the certificate on the reverse side thereof duly executed, to the Rights Agent at the office or offices of the Rights Agent designated for such purpose, together with payment of the aggregate Exercise Price for the total number of one ten-thousandths of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which such surrendered Rights are then exercised, at or prior to the earlier of (i) the Close of Business on August 4, 2014 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the "Redemption Date") or (iii) the time at which such Rights are exchanged as provided

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in Section 24 hereof (the "Exchange Date") (the earliest of (i), (ii) or (iii) being herein referred to as the "Expiration Date")."

2. Termination. Upon expiration of the Rights in accordance with the terms of the Rights Agreement, as amended hereby, the Rights Agreement shall terminate and be of no further force or effect whatsoever without any further action on the part of the Company or the Rights Agent.

3. Governing Law. This Amendment and Termination shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state.

4. Counterparts. This Amendment and Termination may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment and Termination to be duly executed as of the day and year first above written.

METABOLIX, INC.

Attest:

/s/ Sarah P. Cecil
Name: Sarah P. Cecil
Title: Secretary and General Counsel

By: /s/ Joseph D. Hill
Name: Joseph D. Hill
Title: CFO

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

Attest:

/s/ Isaac J. Kagan
Name: Isaac J. Kagan
Title: Vice President

By: /s/ Paula Caroppoli
Name: Paula Carappoli
Title: Senior Vice President

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") dated August 4, 2014, is entered into by and among (i) Metabolix, Inc., a Delaware corporation (the "Company"), and (ii) each person listed on Schedule I hereto (each, an "Investor" and collectively, the "Investors").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to each Investor, and each Investor, severally and not jointly, desires to purchase from the Company, an aggregate of 50,000,000 units of the Company's securities (each, a "Unit" and collectively, the "Units"), each Unit consisting of one (1) share of the Company's common stock, par value $0.01 per share ("Common Stock"), and one one-thousandth (1/1,000) of a share of the Company's Series B Convertible Preferred Stock, par value $0.01 per share ("Preferred Stock"), comprising an aggregate of 50,000,000 shares of Common Stock (the "Common Shares") and an aggregate of 50,000 shares of Preferred Stock (the "Preferred Shares"), in a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"); and

WHEREAS, as provided in the certificate of designation, in the form of Exhibit A attached hereto (the "Certificate of Designation"), to be filed by the Company prior to the Closing (as defined below) with the Secretary of State of the State of Delaware, each one-one thousandth of a share of Preferred Stock will automatically convert into one share of Common Stock upon the effectiveness of the filing with the Secretary of State of the State of Delaware of an amendment (the "Charter Amendment") to the Company's Restated Certificate of Incorporation, as amended, increasing the number of authorized shares of Common Stock to not less than 150,000,000.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale of Securities. Subject to the terms and conditions hereof, each Investor agrees, severally and not jointly, to purchase from the Company, and the Company agrees to sell to the Investors at the Closing, the number of Units set forth opposite each such Investor's name on Schedule I hereto for the price per Unit set forth in Section 4 hereof and the aggregate purchase price set forth in Schedule I hereto.

2. Issuance of Securities. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to sell any of the Securities (as defined below) to any person who is a resident of a jurisdiction in which the sale of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "State Securities Laws"). For purposes of this Agreement, "Securities" shall mean the Common Shares, the Preferred Shares and the shares of Common Stock issued or issuable upon conversion of the Preferred Shares in accordance with the terms of the Certificate of Designation (such shares of Common Stock, the "Underlying Shares").

3. The Closing. The closing of the purchase and sale of the Units (the "Closing") shall take place at the headquarters of the Company as promptly as practicable after the satisfaction or waiver (to the extent permitted by law) of the conditions set forth in Section 7 hereof, or at such other time and place as the Company may designate by notice to the Investors (such date and time being referred to herein as the "Closing Date"); provided, however, that if the Closing Date does not occur on or before September 15, 2014, this Agreement may be terminated by any Investor, as to such Investor's obligations hereunder and without any effect whatsoever on the obligations between the Company and the other Investors, by written notice to the other parties.

4. Payment for Securities. Payment for the Units shall be received by the Company from the Investors by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing, at the price of $0.50 per Unit. The Company shall deliver or cause its transfer agent to deliver certificates representing the Common Shares, and certificates representing the Preferred Shares, that each Investor purchases to each such Investor at the Closing bearing the legend set forth in Section 10.

5. Representations and Warranties of the Company. Except as otherwise specifically described in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, and any current reports on Form 8-K filed by the Company subsequent to December 31, 2013 and through the date of this Agreement with the Securities and Exchange Commission (the "Commission"), including the information incorporated by reference therein (collectively, the "Disclosure Package"), the Company hereby represents and warrants to and covenants with the Investors, as of the date hereof and as of the Closing, that:

(a) Organization, Good Standing and Qualification. The Company is duly formed and validly existing under the laws of Delaware, with full corporate power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other material authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted. Metabolix GmbH ("Metabolix Germany"), the Company's wholly-owned subsidiary, is duly formed and validly existing under the laws of Germany, with full corporate power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other material authorizations, approvals, permits and orders required by law for the conduct by Metabolix Germany of its business as it is currently being conducted. The Company has no material subsidiaries other than Metabolix Germany.

(b) Authorization. The Company has all corporate right, power and authority to enter into this Agreement and, subject to receipt of the approval of the Charter Amendment by the holders of a majority of the Company's outstanding shares of Common Stock (the "Stockholder Approval") and the Nasdaq Viability Exception (as defined in Section 7(e) hereof), to consummate the transactions contemplated hereby. Except for the Stockholder Approval and receipt of the Nasdaq Viability Exception, all corporate action on the part of the Company, its directors and stockholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company, the authorization, sale, issuance and delivery of the Securities contemplated herein and the performance of the Company's obligations hereunder has

been taken. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) Capitalization.

(i) As of July 31, 2014, the authorized capital stock of the Company consisted of 5,000,000 shares of preferred stock, none of which were issued and outstanding, and 100,000,000 shares of Common Stock, 35,094,640 shares of which were issued and outstanding. The Preferred Stock and the Common Stock are collectively referred to herein as the "Capital Stock." All of the issued and outstanding shares of Capital Stock have been duly authorized, validly issued and are fully paid and nonassessable. As of July 31, 2014, restricted stock units for 600,000 shares of Common Stock were outstanding, options to purchase 7,049,559 shares of Common Stock were outstanding, 49,517 shares of Common Stock were reserved for issuance under the Company's 401(k) Plan, and an additional 2,700,265 shares of Common Stock were available for issuance under the Company's 2006 Stock Option and Incentive Plan. Except as set forth in the preceding sentence, as of the date hereof there are no outstanding options, warrants, rights (including conversion or preemptive rights), agreements, arrangements or commitments of any character, whether or not contingent, relating to the issued or unissued Capital Stock of the Company or obligating the Company to issue or sell any share of Capital Stock of, or other equity interest in, the Company.

(ii) The Common Shares and the Preferred Shares have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Agreement, will be validly issued, fully paid and non-assessable and shall be free and clear of any encumbrances, preemptive rights or restrictions (other than as provided in this Agreement or any restrictions on transfer generally imposed under applicable securities laws). Subject to receipt of Stockholder Approval and the Nasdaq Viability Exception, the Underlying Shares, when issued in accordance with the Certificate of Designation and this Agreement, will be validly issued, fully paid and non-assessable and shall be free and clear of any encumbrances, preemptive rights or restrictions (other than as provided in this Agreement or any restrictions on transfer generally imposed under applicable securities laws).

(iii) 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. For purposes of this Agreement a "Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 of the Securities Act, any person listed in the first paragraph of Rule 506(d)(1).

(iv) The Company owns all of the issued and outstanding equity interests of Metabolix Germany.

(d) Consents. The Company is not required to obtain any material consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of this Agreement, other than the

Stockholder Approval, the Nasdaq Viability Exception, filings that have been made, or will be made, pursuant to the rules and regulations of The Nasdaq Stock Market LLC ("Nasdaq"), applicable State Securities Laws and post-sale filings pursuant to applicable federal and State Securities Laws which the Company undertakes to file or obtain within the applicable time periods.

(e) Securities Laws. Assuming the accuracy of each Investor's representations and warranties set forth in Section 6, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Investors as contemplated hereby.

(f) Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened in writing against the Company or any of its directors and officers that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby. Except as disclosed in the Disclosure Package, there is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened in writing against the Company or any subsidiary or any of their respective directors and officers which would have, either individually or in the aggregate, a Material Adverse Effect (as defined below).

(g) Filings. The Company has filed all forms, reports and documents required to be filed by it with the Commission (collectively, the "Company SEC Reports"). As of the respective dates they were filed (except if amended, updated or superseded by a filing made by the Company with the Commission prior to the date of this Agreement, then on the date of such filing), the Company SEC Reports complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the applicable rules and regulations of the Commission thereunder.

(h) Financial Statements. The consolidated financial statements of the Company (including any notes thereto) contained in the Disclosure Package (i) complied as to form in all material respects with the published rules and regulations of the Commission with respect thereto, (ii) were prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 10-Q or Form 8-K) and (iii) each presented fairly, in all material respects, the consolidated financial position of the Company and its consolidated subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited financial statements, to normal and recurring year-end adjustments which were not and are not expected, individually or in the aggregate, to have a Material Adverse Effect). The Company has not had any material disagreement with any of its auditors regarding accounting matters or policies during any of its past three full fiscal years or during the current fiscal year-to-date, which disagreements would require disclosure to the Company's Board of Directors.

(i) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any subsidiary of the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement, other than those payable to Needham & Company,

the Company's financial advisor. The Investors shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by this Agreement.

(j) Acknowledgment Regarding Investors' Purchase of Securities. The Company acknowledges and agrees that each of the Investors is acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that no Investor is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the

transactions contemplated hereby and any advice given by any Investor or any of their respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is merely incidental to the Investors' purchase of the Securities. The Company further represents to each Investor that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(k) Acknowledgment Regarding Investors' Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Sections 6(a)(iv) and 12 hereof), it is understood and acknowledged by the Company that: (i) none of the Investors has been asked by the Company to agree, nor has any Investor agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term, (ii) past or future open market or other transactions by any Investor, specifically including, without limitation, short sales or "derivative" transactions, before or after the Closing, may negatively impact the market price of the Company's publicly-traded securities, (iii) any Investor, and counter-parties in "derivative" transactions to which any such Investor is a party, directly or indirectly, may presently have a "short" position in the Common Stock and (iv) each Investor shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that, except as otherwise provided by applicable law or the policies of the Company applicable to directors, officers and employees of the Company, (y) one or more Investors may engage in hedging activities at various times during the period that the Securities are outstanding, including, without limitation, during the periods that the value of the Underlying Shares deliverable with respect to Securities are being determined, and (z) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of this Agreement.

(l) Termination of Shareholder Rights Agreement. Effective as of the date of this Agreement, the Company has terminated that certain Shareholder Rights Agreement, dated as of July 7, 2009, as amended, by and between the Company and American Stock Transfer & Trust Company, LLC, a New York Limited Liability Trust Company, as Rights Agent.

6. Representations and Warranties of the Investors. As of the date hereof and as of the Closing, each of the Investors, severally and not jointly, hereby represents and warrants to and covenants with the Company that:

(a) General.

(i) The Investor has all requisite authority to purchase the Securities, enter into this Agreement and to perform all the obligations required to be performed by the Investor hereunder, and such purchase will not contravene any law, rule or regulation binding on the Investor or any investment guideline or restriction applicable to the Investor.

(ii) The Investor is acquiring the Securities for its own account and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The Investor will comply with all applicable laws and regulations the Investor is required to comply with in connection with the purchase or sale of Securities in effect in any jurisdiction in which the Investor purchases or sells Securities and obtain any consent, approval or permission the Investor is required to obtain in connection with such purchase or sale of Securities under the laws and regulations of any jurisdiction to which the Investor is subject or in which the Investor makes such purchases or sales, and the Company shall have no responsibility therefor.

(iv) Other than consummating the transactions contemplated hereby, the Investor has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with such Investor, executed any purchases or sales, including short sales, of the securities of the Company during the period commencing as of the time that such Investor first received a term sheet (written or oral) from the Company or any other person representing the Company setting forth the material terms of the transactions contemplated hereby and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other persons party to this Agreement, such Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect short sales or similar transactions in the future.

(b) Information Concerning the Company.

(i) The Investor understands and accepts that the purchase of the Securities involves various risks. The Investor represents that it is able to bear a complete loss of its investment in the Securities.

(ii) The Investor confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Securities. The Investor acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the Investor's authority to invest in the Securities.

(iii) The Investor acknowledges that it has had the opportunity to review this Agreement (including all exhibits and schedules hereto) and the Disclosure Package and has been afforded (A) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the

Securities; (B) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (C) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(iv) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

(v) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(vi) The Investor is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(c) Non-reliance.

(i) The Investor represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities shall not be considered investment advice or a recommendation to purchase the Securities.

(ii) Except as expressly provided herein, the Investor confirms that the Company has not (A) given any guarantee or representation as to the potential success, return,

effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) an of investment in the Securities or (B) made any representation to the Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Investor is not relying on the advice or recommendations of the Company and the Investor has made its own independent decision that the investment in the Securities is suitable and appropriate for the Investor.

(d) Status of Investor.

(i) The Investor has such knowledge, sophistication, skill and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Securities, and has so evaluated the merits and risks of such investment. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Agreement. The Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(ii) At the time the Investor was offered the Securities, the Investor was, and as of the date hereof the Investor is, and on the Closing Date, the Investor will be either (A) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act or (B) an "accredited investor" as defined in as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) under the Securities Act, and not required to be registered as a broker-dealer under Section 15 of the Exchange Act. The Investor agrees to furnish any additional information reasonably requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and State Securities Laws in connection with the purchase and sale of the Securities.

(iii) The Investor hereby represents that neither it nor any of its Rule 506(d) Related Parties is a "bad actor" within the meaning of Rule 506(d) of the Securities Act. For purposes of this Agreement a "Rule 506(d) Related Party" means a person or entity covered by the "Bad Actor disqualification" provision of Rule 506(d) of the Securities Act.

(e) Restrictions on Transfer or Sale of Securities.

(i) The Investor is acquiring the Securities solely for the Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable State Securities Laws and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable State Securities Laws (this representation and warranty not limiting such Investor's right to sell the Securities pursuant to the Registration Statement (as defined below) or otherwise in compliance with applicable federal law and State Securities Laws). The Investor understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the

investment intent of the Investor and of the other representations made by the Investor in this Agreement. The Investor understands that the Company is relying upon the representations and agreements contained in this Agreement for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The Investor understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the Commission provide in substance that the Investor may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom such as the exemption and safe harbor provided under Rule 144 of the Securities Act.

(iii) The Investor agrees that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act or in a

transaction which is exempt from the registration provisions of the Securities Act such as the exemption and safe harbor provided under Rule 144 of the Securities Act; that the certificates representing the Securities will bear a legend making reference to the foregoing restrictions; and that the Company and its affiliates and transfer agent shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions. The Company acknowledges and agrees that an Investor may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge.

7. Conditions to Obligations of the Investor and the Company. The obligations of the Investors to purchase and pay for the Securities and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent:

(a) Solely in the case of the Investors:

(i) The representations and warranties of the Company contained in Section 5 hereof shall be true and correct as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing.

(ii) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered or promulgated by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(iii) Between the date of this Agreement and the Closing Date, there shall not have been a Material Adverse Effect. For purposes of this Agreement, a "Material Adverse Effect" means any event, change, violation, inaccuracy, circumstance or effect that,

individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on, or result in a material adverse change in, as the case may be, the business, operations, properties, condition (financial or otherwise), assets, liabilities or results of operations of the Company, except for any such events, changes, violations, inaccuracies, circumstances or effects resulting from (w) any changes in general economic, regulatory or political conditions, (x) any changes or events generally affecting the industry in which the Company operates, (y) any adverse change or effect that is caused by the announcement of the transactions contemplated by this Agreement, or (z) any violations or other matters arising from changes in law or GAAP; unless in any such instance such change or effect described in (w), (x) or (z) impacts the Company in a materially disproportionate manner relative to a preponderance of the other similar entities impacted by such change.

(iv) The Company shall have delivered or caused to be delivered to each Investor evidence of the filing and acceptance of the Certificate of Designation from the Secretary of State of the State of Delaware.

(v) The Company shall have received a financial viability exception pursuant to Nasdaq Listing Rule 5635(f) from the shareholder approval requirements of Nasdaq's Listing Rules 5635(b), 5635(c), and 5635(d)(2) with respect to the purchase and sale of the Common Shares and Preferred Shares hereunder and shall have complied with Nasdaq requirements for notification to shareholders regarding such exception (the "Nasdaq Viability Exception").

(vi) The Company shall have executed and delivered the letter agreement in the form attached hereto as Exhibit B (the "Standstill Amendment") amending and restating that certain letter agreement, dated as of February 6, 2012, by and among the Company, Jack W. Schuler, Renate Schuler and the Schuler Family Foundation.

(b) Solely in the case of the Company:

(i) The representations and warranties of the Investors contained in Section 6 hereof shall be true and correct as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing.

(ii) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered or promulgated by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(iii) The Company shall have received the Nasdaq Viability Exception.

(iv) Jack W. Schuler, Renate Schuler and the Schuler Family Foundation shall have executed and delivered the Standstill Amendment.

8. Covenants of the Company.

(a) The Company shall use its best efforts to apply for and obtain the Nasdaq Viability Exception for the transactions contemplated by this Agreement. If Nasdaq grants the

Nasdaq Viability Exception, the Company shall mail the stockholder notification letter in accordance with Nasdaq Listing Rule 5635(f) and take such other actions as may be required to preserve, and comply with the terms of, the Nasdaq Viability Exception.

(b) The Company hereby agrees to use reasonable best efforts (i) to maintain the listing or quotation of the Common Stock on the Nasdaq Global Market (or such other trading market that the Company applies to have the Common Stock traded on), (ii) as promptly as practicable following the Closing Date, to secure the listing of the Common Shares on such trading market, and (iii) as promptly as practicable following date on which the Stockholder Approval is obtained (the "Stockholder Approval Date"), to secure the listing of all of the Underlying Shares on such trading market.

(c) The Company shall file a Current Report on Form 8-K and press release disclosing the material terms of the transactions contemplated hereby. The Company shall, prior to such filing, furnish to the Investors for review a copy of such Form 8-K and press release. Such press release will be issued prior to market open on the business day following the date of execution of this Agreement and the Form-8-K will be filed within the time prescribed by the regulations of the Commission.

(d) The Company shall use its reasonable best efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act. For so long as any Investor holds unregistered Securities, if the Company is not required to file reports pursuant to the Exchange Act, it will prepare and furnish to such Investor and make publicly available in accordance with Rule 144(c) such information as is required for such Investor to sell the Common Shares and the Underlying Shares under Rule 144.

(e) The Board of Directors of the Company shall use commercially reasonable efforts as soon as possible and in any event not later than the 75th day after the Closing Date for the purpose of obtaining the Stockholder Approval, with the recommendation of the Company's Board of Directors that the Charter Amendment be approved, and the Company shall solicit proxies from its stockholders in connection therewith in the same manner as all other management proposals in such proxy statement and, to the extent authorized, all management-appointed proxyholders shall vote their proxies in favor of such proposal.

9. Registration Rights.

(a) Shelf Registration.

(i) At the request of the holders of at least a majority of the Registrable Shares (the "Majority Investors"), the Company shall use commercially reasonable efforts to file no later than 15 business days after the Stockholder Approval Date (the "Filing Date") a registration statement covering the resale of the Common Shares and the Underlying Shares (the "Registrable Shares") with the Commission for an offering to be made on a continuous basis pursuant to Rule 415, or if Rule 415 is not available for offers and sales of the Registrable Shares, by such other means of distribution of Registrable Shares as the Majority Investors may reasonably specify (the "Initial Registration Statement"). The Initial Registration

Statement shall be on Form S-3 (except if the Company is ineligible to register for resale the Registrable Shares on Form S-3, in which case such registration shall be on another appropriate form).

(ii) The Company shall use commercially reasonable efforts to effect the registration (including a declaration of effectiveness thereof by the Commission) and applicable qualifications or compliances (including, without limitation, the execution of any required undertaking to file post-effective amendments, appropriate qualifications or exemptions under applicable State Securities Laws and appropriate compliance with applicable securities laws, requirements or regulations) as promptly as practicable after the filing of the Initial Registration Statement, but in any event prior to the date which is 90 days after the Filing Date (the "Effectiveness Date"). The Company shall, within two (2) business days after the Effectiveness Date, file a final prospectus with the Commission as required by Rule 424 under the Securities Act.

(iii) In the event that all of the Registrable Shares cannot, as a result of the rules and regulations of the Commission, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform the Investors thereof, (ii) use commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (iii) withdraw the Initial Registration Statement and use commercially reasonable efforts to file a new registration statement (a "New Registration Statement"), in either case covering the maximum number of Registrable Shares permitted to be registered by the Commission, on Form S-3 or, if the Company is ineligible to register for resale the Registrable Shares on Form S-3, such other form available to register for resale the Registrable Shares as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Shares. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (ii) or (iii) above, the Company will use commercially reasonable efforts to file with the Commission, as promptly as practicable, one or more registration statements on Form S-3 or, if the Company is ineligible to register for resale the Registrable Shares on Form S-3, such other form available to register for resale those Registrable Shares that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "Remainder Registration Statements" and, collectively with the Initial Registration Statement and the New Registration Statement, the "Registration Statements").

(iv) Notwithstanding any other provision of this Agreement, if the Commission limits the number of Registrable Shares permitted to be registered on a particular Registration Statement (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Shares), unless otherwise directed in writing by a Holder as to its Registrable Shares, the number of Registrable Shares to be registered on such Registration Statement will be reduced as follows:

(1) First, the Company shall reduce or eliminate any securities to be included other than Registrable Shares;

(2) Second, the Company shall reduce Registrable Shares (applied to the Investors on a pro rata basis based on the total number of unregistered Registrable Shares held by such Investors).

In the event of a cutback hereunder, the Company shall give the Investors at least three (3) business days prior written notice along with the calculations as to such Investor's allotment.

(b) All expenses incurred by the Company in complying with Section 9(a) hereof, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and expenses of counsel for the Company, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the fees of legal counsel for any Investor or holder of Registrable Shares) shall be borne by the Company. All selling commissions applicable to the sale of Registrable Shares and all fees and expenses of legal counsel for any Investor or holder of Registrable Shares related to the registration and sale of the Registrable Shares shall be borne by the Investor or holder of Registrable Shares incurring such commissions, fees or expenses.

(c) In the case of the registration, qualification, exemption or compliance effected by the Company pursuant to this Agreement, the Company shall, upon reasonable request, inform the Investors as to the status of such registration, qualification, exemption and compliance. At its expense the Company shall:

(i) except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under State Securities Laws which the Company determines to obtain, continuously effective with respect to the Investors, and to keep the applicable Registration Statement effective until the later of (A) two (2) years from the Closing Date, (B) the date by which all the Registrable Shares may be sold without volume or manner of sale restrictions which may be applicable to affiliates under Rule 144, or (C) the date on which all of the Registrable Shares are sold. The period of time during which the Company is required hereunder to keep a Registration Statement effective is referred to herein as the "Registration Period";

(ii) advise the Investors within five (5) business days:

(1) when a Registration Statement or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(3) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or, to the Company's knowledge, the initiation of any proceedings for such purpose;

(4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Shares included therein for sale in any jurisdiction or, to the Company's knowledge, the initiation or threatening of any proceeding for such purpose; and

(5) subject to the provisions this Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) if an Investor so requests in writing, promptly furnish to the Investor, without charge, at least one copy of each Registration Statement and each post-effective amendment thereto, including financial statements and schedules, and, if explicitly requested, all exhibits in the form filed with the Commission;

(v) during the Registration Period, promptly deliver to each Investor, without charge, as many copies of each prospectus included in a Registration Statement and any amendment or supplement thereto as the Investor may reasonably request in writing; and the Company consents to the use, consistent with the provisions hereof, of the prospectus or any amendment or supplement thereto by the Investor of Registrable Shares in connection with the offering and sale of the Registrable Shares covered by a prospectus or any amendment or supplement thereto;

(vi) during the Registration Period, if an Investor so requests in writing, deliver to the Investor, without charge, (i) one copy of the following documents, other than those documents available via the Commission's EDGAR system: (A) its annual report on Form 10-K (or similar form), (B) its definitive proxy statement with respect to its annual meeting of stockholders, (C) each of its quarterly reports on Form 10-Q, and (D) a copy of each full Registration Statement (the foregoing, in each case, excluding exhibits); and (ii) if explicitly requested, all exhibits excluded by the parenthetical to the immediately preceding clause (D); provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

(vii) prior to any public offering of Registrable Shares pursuant to any Registration Statement, promptly take such actions as may be necessary to register or qualify or obtain an exemption for offer and sale under State Securities Laws of such United States jurisdictions as an Investor reasonably request in writing; provided that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of

process in any such jurisdiction, and do any and all other acts or things reasonably necessary or advisable to enable the offer and sale in such jurisdictions of the Registrable Shares covered by any such Registration Statement;

(viii) upon the occurrence of any event contemplated by Section 9(c)(ii)(5) above, except for such times as the Company is permitted hereunder to suspend the use of a prospectus forming part of a Registration Statement, and taking into account the Company's good faith

assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, the Company shall use its commercially reasonable efforts to prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ix) otherwise use its commercially reasonable efforts to comply in all material respects with all applicable rules and regulations of the Commission which could affect the sale of the Registrable Shares;

(x) use its commercially reasonable efforts to cause all Registrable Shares to be listed on each securities exchange or market, if any, on which equity securities issued by the Company have been listed; and

(xi) cooperate with any broker-dealer through which an Investor proposes to resell its Registrable Shares in such broker-dealer's filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Investor.

(d) No Investor shall have the right to take any action to restrain, enjoin or otherwise delay any registration pursuant to Section 9(a) hereof as a result of any controversy that may arise with respect to the interpretation or implementation of this Agreement.

(e) Indemnification.

(i) To the extent permitted by law, the Company shall indemnify each Investor and each person controlling such Investor within the meaning of Section 15 of the Securities Act, with respect to which any registration that has been effected pursuant to this Agreement, against all claims, losses, damages and liabilities (or action in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened (subject to Section 9(e)(iii) below), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, any amendment or supplement thereof, or other document incident to any registration, qualification or compliance or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances in which they were made, or any violation by the Company of any rule or regulation promulgated by the Securities Act applicable to the Company and relating to any action or inaction required of the Company in connection with any such registration,

qualification or compliance, and will reimburse each Investor and each person controlling such Investor, for reasonable legal and other out-of-pocket expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action as incurred; provided that the Company will not be liable in any such case to the extent that any untrue statement or omission or allegation thereof is made in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Investor for use in preparation of any Registration Statement, prospectus, amendment or supplement; provided however, that the Company will not be liable in any such case where the claim, loss, damage or liability arises out of the failure of such Investor to comply with the covenants and agreements contained in this Agreement respecting sales of Registrable Shares, and except that the foregoing indemnity agreement is subject to the condition that, insofar as it relates to any such untrue statement or alleged untrue statement or omission or alleged omission made in any preliminary prospectus but eliminated or remedied in the amended prospectus on file with the Commission at the time any Registration Statement becomes effective or in an amended prospectus filed with the Commission pursuant to Rule 424(b) which meets the requirements of Section 10(a) of the Securities Act (each, a "Final Prospectus"), such indemnity shall not inure to the benefit of the Investor or any such controlling person, if a copy of a Final Prospectus furnished by the Company to the Investor for delivery was not furnished to the person or entity asserting the loss, liability, claim or damage at or prior to the time such furnishing is required by the Securities Act and a Final Prospectus would have cured the defect giving rise to such loss, liability, claim or damage.

(ii) Each Investor will, severally and not jointly, indemnify the Company, each of its directors and officers, and each person who controls the Company within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened (subject to Section 9(e)(iii) below), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, any amendment or supplement thereof, or other document incident to any such registration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances in which they were made, and will reimburse the Company, such directors and officers, and each person controlling the Company for reasonable legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action as incurred, in each case to the extent, but only to the extent, that such untrue statement or omission or allegation thereof is made in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Investor for use in preparation of any Registration Statement, prospectus, amendment or supplement. Notwithstanding the foregoing, the maximum liability of the Investor under this section shall be limited to the proceeds received by the Investor from the sale of Registrable Shares.

(iii) Each party entitled to indemnification under this Section 9(e) (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party (at its expense) to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel

for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld, conditioned or delayed), and the Indemnified Party may participate in such defense at such Indemnified Party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement, unless such failure is materially prejudicial to the Indemnifying Party in defending such claim or litigation. An Indemnifying Party shall not be liable for any settlement of an action or claim effected without its written consent (which consent shall not be unreasonably withheld, conditioned or delayed). No Indemnifying Party, in its defense of any such claim or litigation, shall, except with the consent of each Indemnified Party (which consent shall

not be unreasonably withheld, conditioned or delayed), consent to entry of any judgment or enter into any settlement which 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 to such claim or litigation.

(iv) If the indemnification provided for in this Section 9(e) is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 9(e) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 9(e), no Investor shall be required to contribute pursuant to this Section 9(e), in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Investor from the sale of the Registrable Shares exceeds the amount of any damages that such Investor has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(f) Disclosure, Etc.

(i) Not less than five (5) business days prior to the filing of each Registration Statement, the Company shall furnish to each Investor copies of such Registration Statement and all exhibits being filed therewith, and shall consider in good faith the reasonable comments of such Investor. Notwithstanding the foregoing sentence, the Company shall not be obligated to provide the Investors advance copies of any universal shelf registration statement registering securities in addition to those required hereunder.

Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event requiring the preparation of a supplement or amendment to a prospectus relating to Registrable Shares so that, as thereafter delivered to the Investor, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, the Investor will forthwith discontinue disposition of Registrable Shares pursuant to a Registration Statement and prospectus contemplated by Section 9(a) until its receipt of copies of the supplemented or amended prospectus from the Company and, if so directed by the Company, the Investor shall deliver to the Company all copies, other than permanent file copies then in the Investor's possession, of the prospectus covering such Registrable Shares current at the time of receipt of such notice.

(ii) Each Investor shall suspend, upon request of the Company, any disposition of Registrable Shares pursuant to any Registration Statement and prospectus contemplated by Section 9(a) during the occurrence or existence of any pending corporate development with respect to the Company that the Board of Directors of the Company believes in good faith may be material and that, in the determination of the Board of Directors of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or prospectus. The Company shall be entitled to exercise its right under this paragraph to suspend the availability of a Registration Statement and prospectus for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(iii) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company will use its best efforts to ensure that the use of the prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 9(f) to suspend the availability of a Registration Statement and prospectus for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(iv) As a condition to the inclusion of its Registrable Shares, the Investor shall furnish to the Company such information regarding the Investor and the distribution proposed by the Investor as the Company may reasonably request in writing, including completing a Registration Statement Questionnaire in the form provided by the Company, or as shall be required in connection with any registration referred to in this Section 9.

(v) Each Investor hereby covenants with the Company (i) not to make any sale of the Registrable Shares without effectively causing the prospectus delivery requirements under the Securities Act to be satisfied (unless such sale is pursuant to Rule 144).

(vi) Each Investor agrees not to take any action with respect to any distribution deemed to be made pursuant to a Registration Statement which would constitute a violation of Regulation M under the Exchange Act or any other applicable rule, regulation or law.

(vii) At the end of the Registration Period, each Investor shall discontinue sales of shares pursuant to any Registration Statement upon receipt of notice from the Company of its intention to remove from registration the shares covered by any such Registration Statement which remain unsold, and the Investor shall notify the Company of the number of shares registered which remain unsold immediately upon receipt of such notice from the Company.

(g) The rights to cause the Company to register Registrable Shares granted to the Investors by the Company under Section 9(a) may be assigned by an Investor in connection with a transfer by such Investor of all or a portion of its Registrable Shares, provided, however, that the Investor must give the Company at least 10 days prior notice of such transfer for such transfer to be reflected in the Registration Statement or any amendment thereto and that (i) such transfer may otherwise be effected in accordance with applicable securities laws; (ii) such Investor gives prior written notice to the Company

at least 10 days prior to the transfer; and (iii) such transferee agrees to comply with the terms and provisions of this Agreement, and such transfer is otherwise in compliance with this Agreement. Except as specifically permitted by this Section 9(g), the rights of an Investor with respect to Registrable Shares as set out herein shall not be transferable to any other person, and any attempted transfer shall cause all rights of such Investor therein to be forfeited.

(h) The rights of an Investor under any provision of this Section 9 may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) or amended by an instrument in writing signed by such Investor.

10. Legend. At the Closing, the certificates representing the Common Shares, and the certificates representing the Preferred Shares, sold pursuant to this Agreement, and upon issuance the certificates representing the Underlying Shares, will be imprinted with a legend in substantially the following form:

> THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN

> CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

provided, that the Company shall (a) cause such legend to be promptly removed once a registration statement covering the resale of any Securities is effective under the Securities Act or if such legend is no longer required under applicable law and (b) in connection with any sale under Rule 144, promptly (and in any event within five (5)business days after receipt by the Company of a request therefor accompanied by all reasonably required documentation) deliver, or cause to be delivered, to the Investors new certificate(s) representing such Securities that are free from all restrictive and other legends or, at the request of an Investor, via DWAC transfer to such Investor's account.

11. Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

12. Certain Transactions. Each Investor, severally and not jointly, covenants that neither it, nor any affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including short sales, of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 8(b).

13. Expenses. The parties hereto shall pay their own costs and expenses in connection herewith; provided that, subject to the consummation of the transactions contemplated hereby, the Company shall reimburse the Investors upon demand for up to $50,000 of reasonable out-of-pocket expenses incurred by the Investors, including without limitation reimbursement of reasonable attorneys' fees, in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

14. Waiver, Amendment. Neither this Agreement nor any provisions hereof shall be amended, waived, discharged or terminated except by an instrument in writing signed, in the case of an amendment, by the Company and Investors holding not less than a majority of the Registrable Shares affected by such amendment or, in the case of a waiver, discharge or termination, by the party against whom such waiver, discharge or termination is sought.

15. Assignability. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investors holding not less than a majority of the Registrable Shares. Any Investor may assign any

or all of its rights under this Agreement to any person to whom such Investor assigns or transfers any Securities; provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of this Agreement that apply to the "Investors." Additionally, at any time prior to the Closing, any Investor may allocate any portion of his, her or its Units being purchased hereunder to a third party reasonably acceptable to the Company (an "Additional Investor"), provided that such Additional Investor executes a counterpart signature page to this Agreement becoming an Investor hereunder in all respects, including without limitation making the representations and warranties in Section 6 of this Agreement. In the event an Additional Investor becomes a party to this Agreement, Schedule I to this Agreement shall be updated automatically without the need for an amendment to this Agreement.

16. Waiver of Jury Trial. EACH OF THE COMPANY AND THE INVESTORS IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

17. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the Investors ("Proceedings"), each of the Company and the Investors irrevocably submits to the jurisdiction of the federal or state courts located in the State of

Delaware, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

21. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:

Metabolix, Inc.
21 Erie Street
Cambridge, MA 02139
Attention: Joseph Shaulson, CEO
Email: jshaulson@metabolix.com

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: John M. Mutkoski
Email: jmutkoski@goodwinprocter.com

If to any Investor:

The address specified in Schedule I for notices to such Investor

22. Binding Effect. The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

23. Survival. All representations, warranties and covenants contained in this Agreement shall survive the Closing.

24. Notification of Changes. Each of the Company and the Investors hereby covenants and agrees to notify the other upon the occurrence of any event prior to the Closing which would cause any representation, warranty, or covenant of such party contained in this Agreement to be false or incorrect.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under this Agreement are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance or non-performance of the obligations of any other Investor under this Agreement. Nothing contained herein, and no action taken by any Investor pursuant hereto, 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 hereby. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. Each Investor has had the opportunity to be represented by its own separate legal counsel in its review and negotiation of this Agreement (including the exhibits and schedules hereto). Except as expressly contemplated by this Agreement, the Company has elected to provide all Investors with the same terms and Agreement for the convenience of the Company and not because it was required or requested to do so by any of the Investors.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

METABOLIX, INC.

By: /s/ Joseph Shaulson
Name: Joseph Shaulson
Title: President and CEO

SCHULER FAMILY FOUNDATION

By: /s/ Jack W. Schuler
Name: Jack W. Schuler
Title: Trustee

TINO HANS SCHULER TRUST

By: /s/ H. George Schuler
Name: H. George Schuler
Title: Trustee

TANYA EVE SCHULER TRUST

By: /s/ H. George Schuler
Name: H. George Schuler
Title: Trustee

THERESE HEIDI SCHULER TRUST

By: /s/ H. George Schuler
Name: H. George Schuler
Title: Trustee

ORACLE TEN FUND MASTER, LP

By: /s/ Larry N. Feinberg
Name: Larry N. Feinberg
Title: Managing Member of General Partner

ORACLE INSTITUTIONAL PARTNERS, LP

By: /s/ Larry N. Feinberg
Name: Larry N. Feinberg
Title: Managing Member of General Partner

GEORGE SCHULER

/s/ George Schuler
Name: George Schuler

MYLES C. POLLIN

/s/ Myles C. Pollin
Name: Myles C. Pollin

SCOTT M. FREEMAN

/s/ Scott M. Freeman
Name: Scott M. Freeman

GIANFRANCO CAPASSO

/s/ Gianfranco Capasso
Name: Gianfranco Capasso

PAUL AND CAROLYN CLARK REVOCABLE TRUST OF 2009

By: /s/ Paul Clark
Name: Paul Clark
Title: Trustee

MATTHEW STROBECK

/s/ Matthew Strobeck
Name: Matthew Strobeck

BIRCHVIEW FUND, LP

/s/ Matthew Strobeck
Name: Matthew Strobeck

EDWARD M. GILES

/s/ Edward M. Giles
Name: Edward M. Giles

F. HUDNALL CHRISTOPHER, JR.

/s/ F. Hudnall Christopher, Jr.
Name: F. Hudnall Christopher, Jr.

MICHAEL J. LEWICKI

/s/ Michael J. Lewicki
Name: Michael J. Lewicki

GEORGE F. WOOD

/s/ George F. Wood
Name: George F. Wood

PATRICK R. D. PAUL

/s/ Patrick R. D. Paul
Name: Patrick R. D. Paul

WILLIAM P. SCULLY

/s/ William P. Scully
Name: William P. Scully

OLIVER P. PEOPLES

/s/ Oliver P. Peoples
Name: Oliver P. Peoples

JOHAN VAN WALSEM

/s/ Johan van Walsem
Name: Johan van Walsem

MICHAEL A. GORDON

/s/ Michael A. Gordon
Name: Michael A. Gordon

BENJAMIN SMALL

/s/ Benjamin Small
Name: Benjamin Small

SCHEDULE I

Investor	Number of Units	Price per Unit	Aggregate Purchase Price
Schuler Family Foundation	23,400,000	$ 0.50	$ 11,700,000
George Schuler	500,000	$ 0.50	$ 250,000
Oracle Ten Fund Master, LP	2,000,000	$ 0.50	$ 1,000,000
Oracle Institutional Partners, LP	2,000,000	$ 0.50	$ 1,000,000
Michael A. Gordon	400,000	$ 0.50	$ 200,000
Myles C. Pollin	400,000	$ 0.50	$ 200,000
Scott M. Freeman	200,000	$ 0.50	$ 100,000
Paul and Carolyn Clark Revocable Trust of 2009	500,000	$ 0.50	$ 250,000
Gianfranco Capasso	200,000	$ 0.50	$ 100,000
Edward M. Giles	2,100,000	$ 0.50	$ 1,050,000
F. Hudnall Christopher, Jr.	200,000	$ 0.50	$ 100,000
Michael J. Lewicki	200,000	$ 0.50	$ 100,000
George F. Wood	1,500,000	$ 0.50	$ 750,000
Patrick R. D. Paul	1,500,000	$ 0.50	$ 750,000
William P. Scully	8,000,000	$ 0.50	$ 4,000,000
Matthew Strobeck	4,000,000	$ 0.50	$ 2,000,000
BIRCHVIEW FUND, LP	2,000,000	$ 0.50	$ 1,000,000
Benjamin Small	200,000	$ 0.50	$ 100,000
Oliver P. Peoples	400,000	$ 0.50	$ 200,000
Johan van Walsem	300,000	$ 0.50	$ 150,000
TOTAL Transaction	**50,000,000**	**$ 0.50**	**$ 25,000,000**

Exhibit A

Form of Certificate of Designation

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Exhibit B

Form of Standstill Amendment

August , 2014

Metabolix, Inc.
21 Erie Street
Cambridge, MA 02139

Re: Amended and Restated Letter Agreement

Ladies and Gentlemen:

Reference is made to that certain letter agreement, dated February 6, 2012 (the "2012 Agreement"), between the undersigned (the "Schuler Parties" or "we") and Metabolix, Inc. ("Metabolix"). The purpose of this letter agreement is to amend and restate in its entirety the 2012 Agreement, and in so doing, this letter agreement shall replace in its entirety the 2012 Agreement. The undersigned hereby advises Metabolix that, in connection with the execution of that certain Securities Purchase Agreement dated as of the date hereof by and among Metabolix, certain of the Schuler Parties and the other investors listed therein, and Metabolix's termination of its shareholder rights agreement, as additional consideration therefor, we hereby agree that neither we nor any of our affiliates or associates (as defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act")) shall purchase any shares of Metabolix's common stock, par value $0.01 per share (the "Common Stock"), if after such purchase, our aggregate beneficial ownership (as determined in accordance with the rules of the Securities and Exchange Commission) would equal or exceed 44% of the then outstanding shares of Common Stock.

If the foregoing is acceptable to Metabolix, please countersign below as indicated. Upon your signature and approval by your Board of Directors, this letter shall become the binding agreement of Metabolix, Jack W. Schuler, Renate Schuler and the Schuler Family Foundation.

Sincerely,

_____
Jack W. Schuler

_____
Renate Schuler

Schuler Family Foundation

By: _____
Name: Jack W. Schuler
Title: Director

The foregoing is hereby accepted:

Metabolix, Inc.

By: _____
Name:
Title:

Metabolix, Inc. Enters into Private Placement Agreement with Investors to Raise $25 Million in Equity Financing

Cambridge, Massachusetts, August 4, 2014 — Metabolix, Inc. (NASDAQ: MBLX), an advanced biomaterials company focused on sustainable solutions for the plastics and chemicals industries, today announced that it has entered into an agreement with Jack W. Schuler, Oracle Investment Management, Inc., Birchview Capital, certain members of the Company's Board of Directors and executive management team, and other investors for the sale of an aggregate of $25 million of Company securities.

The closing of the proposed financing is subject to the Company obtaining a financial viability exception from certain NASDAQ shareholder approval requirements under Rule 5635(f) of the NASDAQ Stock Market Listing Rules, as well as other customary closing conditions. At closing, the investors will purchase an aggregate of 50 million units of the Company's securities at a price of $0.50 per unit. Each unit will consist of one share of the Company's Common Stock and one one-thousandth (1/1,000) of a share of the Company's to-be-designated Series B Convertible Preferred Stock. Each share of Preferred Stock issued in the transaction will automatically convert into 1,000 shares of Common Stock upon the effectiveness of the filing of a charter amendment to increase the number of shares of the Company's authorized Common Stock to not less than 150,000,000. The purchase of the shares by the investors represents a purchase price of $0.25 per share of Common Stock on an as-converted basis.

Earlier in 2014, the Company indicated it would seek to raise $50 to $60 million to fund its business plan and that such financing might be accomplished in stages. Proceeds from this transaction will be used to continue executing the Company's business plan, including its efforts to secure intermediate production capacity, build relationships with key customers and intensify the Company's focus on application and product development for Metabolix PHA specialty biopolymers.

"We look forward to completing this important first step in our financing plan," said Joseph Shaulson, President and Chief Executive Officer. "This funding enables us to continue pursuing our manufacturing, commercial and technical initiatives, which are integral to building a successful specialty materials business based on PHA biopolymers. We also appreciate the vote of confidence being shown in the Company by these experienced biotechnology investors, and we look forward to deploying their investment to create value for all Metabolix shareholders. Finally, I'd like to thank my colleagues at Metabolix, who showed tremendous dedication to the Company and

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remained focused on our customers and business plans while we worked to secure this capital."

In a separate press release issued today, Metabolix announced plans to report second-quarter 2014 results following the market close on August 6, 2014. The Company will host a conference call to discuss those results and the financing at 4:30 p.m. ET that day.

These securities have not been registered under the U.S. Securities Act of 1933, as amended (the "Act"), and may not be offered or sold in the United States unless registered under the Act or unless an exemption from registration is available. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of securities in any State in which such offer, solicitation or sale would be unlawful.

About Metabolix

Metabolix, Inc. is an advanced biomaterials company focused on sustainable solutions for the plastics and chemicals industries. The Company is developing and commercializing a family of high-performance biopolymers targeted at applications for performance additives that can improve performance and/or reduce cost in other material systems such as PVC, PLA and coated paper. Metabolix also is developing platforms for biobased chemicals based on its novel "FAST" recovery process and for co-producing plastics, chemicals and energy from crops. Metabolix has established an industry-leading intellectual property portfolio that, together with its knowledge of advanced industrial practice, provides a foundation for industry collaborations.

For more information, please visit www.metabolix.com.

Safe Harbor for Forward-Looking Statements

This press release contains forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The forward-looking statements in this release do not constitute guarantees of future performance. Investors are cautioned that statements in this press release which are not strictly historical statements, including, without limitation, statements regarding expectations for obtaining an exception from obtaining shareholder approval under Rule 5635(f) of the NASDAQ Stock Market Rules and the anticipated closing of the private placement transaction, constitute forward-looking statements. Such forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated, including the risks and uncertainties detailed in Metabolix's filings with the Securities and Exchange Commission. Metabolix assumes no obligation to update

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any forward-looking information contained in this press release or with respect to the announcements described herein.

(MBLX-G)

Metabolix Contact:
Lynne H. Brum, 617-682-4693, LBrum@metabolix.com