

Exhibit A

PLAN SUPPORT COMMITMENT

THIS PLAN SUPPORT COMMITMENT DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT ANY CHAPTER 11 PLAN OR A SOLICITATION OF VOTES TO ACCEPT OR REJECT ANY CHAPTER 11 PLAN

This PLAN SUPPORT COMMITMENT (the "**Commitment**") is made and entered into as of January 8, 2015, by the following parties in favor of KiOR, Inc., a Delaware corporation ("**KiOR**" or the "**Debtor**");

(a) Pasadena Investments, LLC, a Delaware limited liability company ("**Pasadena**"), as agent and lender under that certain Senior Secured and Superpriority Financing Agreement, dated as of November 9, 2014, by and between KiOR, as borrower, and Pasadena, as agent and lender, as amended, restated, supplemented or otherwise modified from time to time (the "**DIP Financing Agreement**"), as approved by the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") pursuant to an interim order entered on November 14, 2014 (Docket #66) (the "**Interim DIP Order**") and to be approved pursuant to a final order not subject to appeal or stay that is acceptable to Pasadena (the "**Final DIP Order**");

(b) KFT Trust, Vinod Khosla, Trustee ("**KFT Trust**"), in its capacities (i) as agent and lender under that certain Protective Advance Loan and Security Agreement, dated as of July 17, 2014, by and among KiOR and KiOR Columbus, LLC, a Delaware limited liability company and a wholly owned subsidiary of KiOR ("**KiOR Columbus**"), as borrowers, and KFT Trust, as agent and lender, as amended, restated, supplemented or otherwise modified from time to time (the "**First Lien Credit Agreement**"), (ii) as agent and purchaser under that certain Senior Secured Promissory Note and Warrant Purchase Agreement, dated as of March 31, 2014, by and among KiOR and KiOR Columbus, as issuers, and KFT Trust, as agent and purchaser, as amended, restated, supplemented or otherwise modified from time to time (the "**2014 Second Lien Purchase Agreement**"), (iii) as purchaser under that certain Senior Secured Convertible Note Purchase Agreement, dated as of October 18, 2013, by and among KiOR and KiOR Columbus, as issuers, Khosla Ventures III LP ("**Khosla Ventures III**"), as agent and purchaser, and KFT Trust and VNK Management LLC ("**VNK Management**"), as purchasers, as amended, restated, supplemented or otherwise modified from time to time (the "**2013 Second Lien Purchase Agreement**"), and (iv) as lender under that certain Loan and Security Agreement, dated as of January 26, 2012, by and among KiOR and KiOR Columbus, as borrowers, 1538731 Alberta Ltd., as agent and lender, and KFT Trust, as lender, as amended, restated, supplemented or otherwise modified from time to time (the "**Third Lien Credit Agreement**");

(c) Khosla Ventures III, as agent and purchaser under the 2013 Second Lien Purchase Agreement; and

(d) VNK Management, as purchaser under the 2013 Second Lien Purchase Agreement.

RECITALS

WHEREAS, on November 9, 2014 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**") with the Bankruptcy Court, thereby commencing a chapter 11 bankruptcy case (the "**Chapter 11 Case**");

WHEREAS, KiOR, Pasadena, KFT Trust, Khosla Ventures III and VNK Management have engaged in arm's length, good faith negotiations regarding the formulation of an agreed form of chapter 11 plan and a resolution of all claims and disputes between them;

WHEREAS, KiOR has proposed, and Pasadena, KFT Trust, Khosla Ventures III and VNK Management intend to support, the chapter 11 plan filed on December 15, 2014 (Docket #149);

WHEREAS, Pasadena, KFT Trust, Khosla Ventures III and VNK Management will use Best Efforts (as defined below) to obtain Bankruptcy Court approval of the Plan and the Confirmation Order (as defined below) in accordance with the Bankruptcy Code and the terms of this Commitment, and each Party will use its Best Efforts to cooperate in that regard; and

WHEREAS, in expressing such support and commitment, the Parties recognize that certain terms of this Commitment are subject to and limited by the solicitation requirements of applicable bankruptcy law, and further recognize that KiOR is not, by receipt of this Commitment, entering into any binding legal obligation to the Parties by receipt of this Commitment.

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants, and Commitment set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. In addition to the terms defined in the above Recitals, as used in this Commitment, the following terms shall have the meanings specified below.

"Best Efforts" means the obligation to act with honesty, expedience, and good faith in light of one's own capabilities, taking into account the context of the transaction; *provided, however*, that "best efforts" shall in no event (i) require Pasadena, KFT Trust, Khosla Ventures III or VNK Management to accept a treatment that discriminates unfairly or that is not fair and equitable under 11 U.S.C. § 1129(b) or that is inconsistent with this Commitment, or (ii) require Pasadena, KFT Trust, Khosla Ventures III or VNK Management to provide consideration inconsistent with that set forth in the Plan. For the avoidance of doubt, the Parties agree that Plan does not contemplate treatment that discriminates unfairly or that is not fair and equitable under 11 U.S.C. § 1129(b).

"Bid Procedures Order" means the *Order (A) Authorizing and Approving Bid Procedures to be Employed in Connection with the Potential Sale of Substantially All of the Assets of KiOR, Inc.; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Manner and Form of Notice of the Auction and Hearings; and (D) Granting Related Relief* entered by the Bankruptcy Court on December 8, 2014 (Docket #131).

"Business Day" means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are required or authorized by law or governmental action to close.

"Claims" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Confirmation Order" means the order of the Bankruptcy Court approving and confirming the Plan and that is consistent with the terms of the Plan and otherwise reasonably acceptable to the Parties.

"Disclosure Statement" means the chapter 11 disclosure statement filed by KiOR on December 15, 2014 (Docket #150), as the same may be amended, supplemented, or otherwise modified with the agreement of the Parties.

"**Parties**" means Pasadena, KFT Trust, Khosla Ventures III and VNK Management. Each of the foregoing Parties is a Party.

"**Plan**" means the chapter 11 plan filed by KiOR on December 15, 2014 (Docket # 149), as the same may be amended, supplemented, or otherwise modified with the agreement of the Parties.

"**Solicitation**" means KiOR's solicitation of votes on the Plan following approval by the Bankruptcy Court of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

"**Termination Notice**" means written notice provided by any Party seeking to terminate this Commitment to the other Parties specifying the clause hereto pursuant to which such termination is made.

Section 2. Pasadena, KFT Trust, Khosla Ventures III and VNK Management's Obligations.

As long as this Commitment has not been terminated, Pasadena, KFT Trust, Khosla Ventures III and VNK Management agree, subject to the terms and conditions of this Commitment:

- (a) to support approval of the Disclosure Statement and support confirmation of the Plan as soon as reasonably practicable, and on terms consistent with the Plan;
- (b) not to (i) object to confirmation of the Plan or the Disclosure Statement, (ii) object to, or otherwise commence any proceeding to oppose, alter, delay or impede the Plan, (iii) object to, or otherwise oppose, the extension of KiOR's exclusive right to file a plan of reorganization pursuant to section 1121 of the Bankruptcy Code, (iv) vote (to the extent entitled to vote) for, consent to, support or participate in the formulation of any chapter 11 plan other than the Plan, (v) directly or indirectly seek, solicit, negotiate or support any chapter 11 plan other than the Plan, or any sale or disposition of the remaining assets of KiOR, or any dissolution, winding up, liquidation, merger, transaction, reorganization or restructuring of KiOR, if such action reasonably could be expected to prevent, delay or impede the successful implementation of the Plan, (vi) object to the Disclosure Statement or Solicitation or support any such objection by a third party, or (vii) take any other action not required by law that is inconsistent with, or that would materially delay, the confirmation or consummation of the Plan;
- (c) that, so long as its vote has been solicited in a manner sufficient to comply with the requirements of sections 1125 and 1126 of the Bankruptcy Code, including its receipt of the Disclosure Statement following approval of such by the Bankruptcy Court under section 1125 of the Bankruptcy Code, to (i) vote (to the extent entitled to vote) all of its Claims to accept the Plan by delivering its duly-executed and completed ballot accepting the Plan on a timely basis following the commencement of the Solicitation; and (ii) not change or withdraw (or cause to be changed or withdrawn) such vote;
- (d) to take any and all commercially reasonable and necessary actions to effectuate the terms of this Commitment;
- (e) provide funding for the Chapter 11 Case subject to the terms of the DIP Financing Agreement and the Final DIP Order; and
- (f) to use Best Efforts to obtain any and all required regulatory and/or third-party approvals for the transactions embodied in the Plan as are necessary.

Section 3. Termination.

3.1 Termination.

This Commitment may be terminated by the applicable Party or Parties in the following circumstances:

- (a) by Pasadena, KFT Trust, Khosla Ventures III or VNK Management, if:
 - (i) the Final DIP Order has not been entered by the Bankruptcy Court on or before January 16, 2015, or such later date as agreed to in writing on or before such deadline by Pasadena, KFT Trust, Khosla Ventures III and VNK Management in their sole and absolute discretion;
 - (ii) the DIP Financing Agreement, Disclosure Statement or Plan and any documents related thereto or contemplated therein are materially modified, amended, changed, severed or otherwise altered in any manner without the prior written consent of Pasadena, KFT Trust, Khosla Ventures III, and VNK Management;
 - (iii) the Final DIP Order or Confirmation Order and any documents related thereto or contemplated therein are not reasonably acceptable to the Parties;
 - (iv) KiOR files with the Bankruptcy Court a proposed disclosure statement, chapter 11 plan, confirmation order or other related document that are inconsistent with the Plan or this Commitment without the prior written consent of Pasadena, KFT Trust, Khosla Ventures III, and VNK Management;
 - (v) the Bankruptcy Court has entered an order in the Chapter 11 Case appointing a trustee under chapter 11 of the Bankruptcy Code;
 - (vi) the Chapter 11 Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code; or
 - (vii) the Bankruptcy Court approves a Successful Bidder, as defined in and in accordance with the Bid Procedures Order, other than Pasadena, KFT Trust, Khosla Ventures III, and VNK Management as set forth in this Commitment.
- (b) by Pasadena, if following five (5) Business Days' notice of Pasadena's declaration of an Event of Default which default is continuing and that has not been cured (if capable of cure) or waived under the DIP Financing Agreement, the Interim DIP Order or Final DIP Order.
- (c) if not previously terminated in accordance with the provisions hereof, on the effective date of the Plan, this Commitment shall terminate without any further act or requirement.

3.2 Termination Procedures.

- (a) Any Party that is permitted to terminate this Commitment in accordance with Section 3.1 may terminate this Commitment by providing a Termination Notice to KiOR and all other Parties to this Commitment utilizing the notice addresses in Section 4.7 hereof.

- (b) In the event this Commitment is terminated, the Parties shall have no continuing liability or obligation under this Commitment.

Section 4. Miscellaneous Provisions.

4.1 Enforceability.

Subject to any relevant provisions of the Bankruptcy Code to the contrary, this Commitment is a legal, valid, and binding obligation, enforceable against Pasadena, KFT Trust, Khosla Ventures III, and VNK Management, in accordance with its terms, and the Parties confirm their intention to be bound under the terms of the Commitment and subject to the enforcement of the Bankruptcy Court.

4.2 No Consent or Approval.

Except as expressly provided in this Commitment, no consent or approval is required by any other entity in order for such Party to carry out the provisions of this Commitment.

4.3 No Conflicts.

The execution, delivery, and performance of this Commitment does not and shall not (a) violate any provision of law, rule, or regulations applicable to such Party; (b) violate such Party's certificate of incorporation, bylaws (or other formation documents in the case of a limited liability company or limited partnership); or (c) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which such Party is a party.

4.4 Governing Law.

THIS COMMITMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF.

FURTHER, BY ITS EXECUTION AND DELIVERY OF THIS COMMITMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION AND FINAL ADJUDICATORY AUTHORITY OVER ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS COMMITMENT AND WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT.

4.5 Execution.

This Commitment may be executed and delivered (by email, facsimile or otherwise) in any number of identical counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute the same agreement. Except as expressly provided in this Commitment, each individual executing this Commitment on behalf of a Party has been duly-authorized and empowered to execute and deliver this Commitment on behalf of said Party.

4.6 Acknowledgement.

EACH PARTY HEREBY ACKNOWLEDGES THAT THIS COMMITMENT IS NOT AND SHALL NOT BE DEEMED TO BE A SOLICITATION OF VOTES FOR THE ACCEPTANCE OF A

CHAPTER 11 PLAN FOR THE PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. KIOR WILL NOT SOLICIT ACCEPTANCES OF THE PLAN FROM ANY PERSON OR ENTITY UNTIL SUCH SOLICITATION HAS BEEN APPROVED BY THE BANKRUPTCY COURT.

4.7 Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by email, courier, or by registered or certified mail (return receipt requested) to the following addresses (or at such other addresses or email addresses as shall be specified by like notice):

- (a) if to KiOR, (i) if by mail or courier to: 13001 Bay Park Road, Pasadena, Texas 77507; with copies to: King & Spalding, LLP, Attn: Mark W. Wege, 1100 Louisiana, Suite 4000, Houston, Texas 77002; and Richards, Layton & Finger, P.A., Attn: John H. Knight, 920 North King Street, Wilmington, Delaware 19801; or (ii) if by e-mail, to: mwege@kslaw.com; and knight@rlf.com;
- (b) if to Pasadena, KFT Trust or VNK Management, (i) if by mail or courier to: 1760 The Alameda, Suite 300, San Jose, CA 95126, Attn: Vinod Khosla; with copies to: Klee, Tuchin, Bogdanoff & Stern LLP, 1999 Avenue of the Stars, 39th Floor, Los Angeles, California 90067, Attn: Thomas E. Patterson & Whitman L. Holt; and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor; or (ii) if by e-mail, to: tpatterson@ktbslaw.com; wholt@ktbslaw.com; and mnestor@ycst.com; and
- (c) if to Khosla Ventures III, (i) if by mail or courier to: 2128 Sand Hill Road, Menlo Park, California 94025; Attn: Vinod Khosla; with copies to Pachulski Stang Ziehl & Jones LLP, 150 California Street, 15th Floor, San Francisco, CA 9411, Attn: Debra Grassgreen; and Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Peter Keane; or (ii) if by e-mail, to: dgrassgreen@pszjlaw.com; and pkeane@pszjlaw.com.

Any notice given by delivery, mail, email, or courier shall be effective when received.

[Signature Pages Follow]

PASADENA INVESTMENTS, LLC, as agent and lender
under the DIP Financing Agreement

By: Vinod Khush
Name: _____
Title: _____

KFT TRUST, VINOD KHOSLA, TRUSTEE, as agent and lender under the First Lien Credit Agreement, as agent and purchaser under the 2014 Second Lien Purchase Agreement, as purchaser under the 2013 Second Lien Purchase Agreement, and as lender under the Third Lien Credit Agreement

By: Vinod Khosla
Name: _____
Title: _____

VNK MANAGEMENT LLC, as purchaser under the 2013
Second Lien Purchase Agreement

By: Neal A. Bhadkamkar
Name: NEAL BHADKAMKAR
Title: MANAGER

[SIGNATURE PAGE TO PLAN SUPPORT COMMITMENT]

KHOSLA VENTURES III LP, as agent and purchaser
under the 2013 Second Lien Purchase Agreement

By: _____

Name: Tamara L. Tompkins

Title: General Counsel and CAO