JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT, together with exhibits attached hereto, (the "**Agreement**") is entered into and effective as of the Effective Date, by and among **CO_2 Solution Inc.**, a Canadian corporation, with its principal place of business at 2300, rue Jean Perrin, Quebec, Quebec G2C 1T9, Canada, and **CO_2 Solution Technologies Inc.**, with its principal place of business at 2300, rue Jean Perrin, Quebec, Quebec G2C 1T9, Canada, (CO_2 Solution Inc. and CO_2 Solution Technologies Inc., collectively, "**CO_2**") and **Codexis, Inc.**, a Delaware corporation, having a place of business at 200 Penobscot Drive, Redwood City, California 94063, United States of America ("**Codexis**"). CO_2 and Codexis may each be referred to herein individually as a "**Party**" or, collectively, as the "**Parties**."

RECITALS

WHEREAS, CO_2 possesses certain valuable business and/or technical knowledge, information and expertise applicable to the separation and capture of carbon dioxide from other gases;

WHEREAS, Codexis possesses certain valuable business and/or technical knowledge, information and expertise applicable to the enhancement of the performance of certain enzymes, including enzymes used in separating and capturing carbon dioxide from other gases;

WHEREAS, the Parties wish to collaborate to develop a cost-efficient process for the separation and capture of carbon dioxide from other gases, whereby each Party will provide the other Party with access to all of its proprietary materials and/or technical knowledge and information that are material to such collaboration in the Field (as defined below), all on the terms and conditions set forth below; and

WHEREAS, Codexis shall, pursuant to the terms of a stock purchase agreement (the "**Stock Purchase Agreement**"), purchase at the Closing Date (as defined below) that number of common shares of CO_2 for Cdn.$2,000,000 representing sixteen point fifty-nine percent (16.59%) of the outstanding common shares of CO_2 immediately following such purchase.

NOW, THEREFORE, in consideration of the promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning set forth below:

1.1 "**Affiliate**" shall mean, with respect to either Party, any business entity controlling, controlled by, or under common control with such Party. For the purpose of this

Section 1.1 only, "control" means (a) the possession, directly or indirectly, of the power to direct the management or policies of a business entity, whether through the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of at least fifty per cent (50%) of the voting securities or other ownership interest of a business entity.

1.2 "**Applicable Laws**" shall mean all laws, statutes, ordinances, codes, rules, and regulations that have been enacted by a government authority in the United States, Canada or elsewhere and are in force as of the Effective Date or come into force during the Term, including without limitation any amendment, modification or replacement thereof, in each case to the extent that the same are applicable to the performance by the Parties of their respective obligations under this Agreement.

1.3 "**Closing Date**" shall mean the date the Parties enter into the Stock Purchase Agreement.

1.4 "**CO_2 Competitor**" [redacted].

[Omitted: Definition of Competitor.]

1.5 "**CO_2 Group**" shall mean, collectively, CO_2 and Affiliates of CO_2.

1.6 "**CO_2 Research Materials**" [redacted].

[Omitted: Definition of Research Materials.]

1.7 "**Codexis Competitor**" [redacted].

[Omitted: Definition of Competitor.]

1.8 "**Codexis Group**" shall mean, collectively, Codexis and Affiliates of Codexis.

1.9 "**Collaboration Committee**" shall have the meaning set forth in Section 2.3.

1.10 "**Confidential Information**" means any and all non-public and proprietary Information that is specifically designated as such and that is disclosed by either Party to the other in written or other similar form in connection with this Agreement and that, if orally disclosed, shall be reduced to writing and delivered to the receiving Party within thirty (30) days after such disclosure.

1.11 "**Control**" or "**Controlled**" shall mean, with respect to Information or Intellectual Property, the ability, whether arising by ownership or license, to grant a license or sublicense as provided for herein without violating the terms of any written agreement with any Third Party.

1.12 "**Effective Date**" shall mean the Closing Date.

1.13 "**Enzymes**" [redacted].

[Omitted: Definition of Enzymes.]

1.14 "**Field**" shall mean the separation and/or capture of carbon dioxide in any industrial and/or power generation process that utilizes an enzyme; [redacted].

[Omitted: For confidentiality reasons.]

1.15 "**Information**" shall mean data, results, inventories, information, inventions, know-how, processes, trade secrets, techniques, methods, development, material or compositions of matter or other information of any type or kind, including without limitation documents, drawings, sketches, models, designs, data, memoranda, tapes, records, formulae and algorithms, given orally, in hard copy form, or in electronic form.

1.16 "**Intellectual Property**" shall mean any and all (a) Patents, (b) proprietary Information, (c) copyrights and rights under copyrights (whether or not registered) and registrations and applications for registration or renewals thereof in the United States, Canada and all other jurisdictions throughout the world, including without limitation all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by Applicable Laws, regardless of the medium of fixation or means of expression, and (d) other proprietary or intellectual property rights now known or hereafter recognized in any jurisdiction but specifically excluding trademarks and trade names.

1.17 "**Invention(s)**" shall mean any discovery, invention, contribution, method, finding, or improvement, whether or not patentable, and all Intellectual Property with respect thereto, that is conceived, reduced to practice, or otherwise developed by a Party, either solely or jointly with the other Party, during the Research Term, to the extent arising out of the Research Plan.

1.18 "**Joint Invention(s)**" shall have the meaning set forth in Section 5.3(a).

1.19 "**Patent(s)**" shall mean all: (a) United States and foreign patents, re-examinations, reissues, renewals, extensions and term restorations, inventors' certificates and counterparts thereof; and (b) pending applications for United States and foreign patents, including, without limitation, provisional applications, continuations, continued prosecution, divisional and substitute applications, and counterparts thereof.

1.20 "**Prosecute**" or "**Prosecution**" shall mean, with respect to Patents, the drafting, filing for, prosecuting, responding to oppositions, nullity actions, re-examinations, revocation actions and similar proceedings (including without limitation conducting or participating in interference and oppositions) filed by Third Parties against, and maintaining, the Patents.

1.21 "**Prosecuting Party**" shall have the meaning set forth in Section 5.3(b)(vi).

1.22 "**Research Plan**" shall mean the written research plan set forth in Exhibit 1.22, as amended from time to time by written agreement between the Parties in accordance with Section 10.5, describing the research activities of each Party.

1.23 "**Research Term**" shall have the meaning set forth in Section 9.1.

1.24 "**Subsequent Agreement**" shall have the meaning set forth in Section 2.7.

1.25 "**Third Party**" means any party other than a member of the Codexis Group or a member of the CO_2 Group.

ARTICLE 2

RESEARCH ACTIVITIES

2.1 **Purpose.** The purpose of the Research Plan is to develop a cost-efficient process for the separation and capture of carbon dioxide from other gases in the Field utilizing Enzymes or other enzymes supplied by CO_2, as further described in the Research Plan.

2.2 **Research Plan**. Each Party shall conduct independently, and bear all costs incurred in connection with, its research activities under the Research Plan. Codexis shall research and develop Enzymes, as further described in the Research Plan. CO_2 shall research and develop its processes for the separation and/or capture of carbon dioxide and will test the Enzymes in connection with such processes, as further described in the Research Plan.

2.3 **Oversight and Governance.** The Parties shall establish a collaboration committee to set priorities and to oversee the Parties' research responsibilities and research activities under the Research Plan, and to perform other activities necessary to further the purposes of the Research Plan and this Agreement (the "**Collaboration Committee**"). The Collaboration Committee shall meet on an as-needed basis, but at least monthly, with such meetings occurring in person, by telephone or by videoconference. Either Party may call a meeting of the Collaboration Committee by providing written notice to the other Party and, upon receipt of such written notice, the Parties will schedule a meeting at a mutually convenient time and, if such meeting is to be in person, at a mutually convenient place. Minutes of Collaboration Committee meetings will be recorded and distributed to each member of the Collaboration Committee. The Collaboration Committee shall be made up of four (4) persons of whom two (2) shall be appointed by Codexis and two (2) shall be appointed by CO_2. Either Party may, with the agreement of the other Party, bring such other persons to the meetings as may be helpful to the work of the Collaboration Committee. All decisions of the Collaboration Committee shall be made by the unanimous vote of the Parties, with each Party having one vote, regardless of the number of members appointed to the Collaboration Committee. Notwithstanding anything to the contrary, in the event that the Collaboration Committee is unable to resolve any disagreement between the committee's CO_2 members and Codexis members with respect to priorities or the research responsibilities and research activities of the Parties under the Research Plan, such disagreement will be resolved by the Chief Executive Officers, or a designee thereof, of CO_2 and Codexis and not by arbitration in accordance with Section 10.8.

2.4 Technology Transfer.

(a) From time-to-time during the Research Term, CO_2 may deliver to Codexis CO_2 Research Materials for use by Codexis in accordance with the Research Plan. The Parties acknowledge and agree that the CO_2 Research Materials shall be Confidential Information belonging to CO_2, and Codexis shall not be permitted to use the CO_2 Research Materials for any purpose other than the conduct of its activities under the Research Plan. In connection with such limitation, Codexis acknowledges and agrees that it shall have no right to, and Codexis covenants that it will not, use such CO_2 Research Materials for any purpose other than as expressly required under the Research Plan.

(b) From time-to-time during the Research Term, Codexis may deliver Enzymes to CO_2 for use by CO_2 in accordance with the Research Plan. The Parties acknowledge and agree that any such Enzymes shall be Confidential Information belonging to Codexis, and CO_2 shall not be permitted to use such Enzymes for any purpose other than the conduct of its activities under the Research Plan. In connection with such limitation, CO_2 acknowledges and agrees that it shall have no right to, and CO_2 covenants that it will not, (i) reverse engineer, deconstruct or in any way determine, or attempt to reverse engineer, deconstruct or in any way determine, the structure or composition of any Enzyme; or (ii) modify or otherwise create any derivative of any Enzyme; or (iii) do indirectly, either through a Third Party or an Affiliate of CO_2, any of the activities contained in (i) or (ii) above that CO_2 itself covenants not to do, unless expressly required under the Research Plan.

2.5 Reports. Within thirty (30) days after the last business day of each calendar quarter, each Party shall prepare and provide a written progress report to the other Party regarding the activities that such Party conducted under the Research Plan during the just-ended calendar quarter. Each Party shall provide to the other Party a final written report within ninety (90) days after the expiration or termination of this Agreement, such final written report to summarize all of such Party's accomplishments and significant research findings under the Research Plan. Any reports provided under this Section 2.5 shall be deemed Confidential Information of the Party providing such report, and shall be subject to the terms of Article 6.

2.6 Cooperation. Each Party shall reasonably cooperate with the other Party's efforts to obtain funding under U.S. or Canadian government clean energy funding programs or similar programs in the Field.

2.7 Subsequent Agreement. [redacted]

[redacted]. Unless otherwise agreed in writing, such negotiations shall terminate at the end of the Research Term. **[Omitted: For confidentiality reasons.]**

2.8 Exclusivity. Each Party covenants and agrees that, during the Research Term, it shall work exclusively with the other Party in the Field; *provided* that a Party, during the Research Term may [redacted]:

(i) Codexis shall not [redacted], unless otherwise mutually agreed by the Parties; and

(ii) CO_2 shall not [redacted] for use in the Field. **[Omitted: Exclusivity provisions.]**

ARTICLE 3

LICENSES

[redacted].

[redacted]

[redacted]

[redacted]

[redacted]

[Omitted: Scope of license redacted for competition reasons.]

3.4 No Other Rights. Except for the rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted by a Party to the other Party or any Affiliate of either Party.

ARTICLE 4

PAYMENTS

4.1 Commitment Fee Payment. Codexis shall pay CO_2 Solution Technologies Inc. a one-time commitment fee equal to Four Hundred Seventy-Five Thousand Canadian Dollars (Cdn.$475,000) within fifteen (15) days after receipt by Codexis of an invoice from CO_2 Solution Technologies Inc. for such amount. CO_2 Solution Technologies Inc. shall deliver an invoice to Codexis in the amount of Four Hundred Seventy-Five Thousand Canadian Dollars (Cdn.$475,000) on the Closing Date.

4.2 Reimbursement. In the event that the Parties enter into a Subsequent Agreement, the commitment fee paid by Codexis to CO_2 Solution Technologies Inc. pursuant to Section 4.1 will be refunded to Codexis by CO_2, such reimbursement to be made within ten (10) business days after the effective date of the Subsequent Agreement; *provided* that, except as provided in Section 4.4 in case of late payment, the commitment fee shall bear no interest. [redacted].

[Omitted: For confidentiality reasons.]

4.3 Mode of Payment. Payment by Codexis of the fee set forth in Section 4.1 to CO_2 Solution Technologies Inc. shall be made by direct wire transfer of Canadian Dollars in immediately available funds in the requisite amount to such bank account as CO_2 Solution Technologies Inc. may designate by written notice to Codexis. Payment by CO_2 of the reimbursement set forth in Section 4.2, if applicable, to Codexis shall be made by direct wire transfer of Canadian Dollars in immediately available funds in the requisite amount to such bank account as Codexis may designate by written notice to CO_2. Subject to Section 4.5, any payment made under this Section 4.3 shall be free and clear of any taxes (and net of any withholding and other taxes imposed on the payee), fees or charges, to the extent applicable.

4.4 Late Payments. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal to the lesser of the prime rate plus two (2%), as published in The Wall Street Journal, Western U.S. Edition, on the last business day preceding such date, or the maximum amount permitted by Applicable Laws.

4.5 Taxes. If any taxes are required to be withheld by a Party, such Party shall: (a) deduct such taxes from the remitting payment; (b) timely pay the taxes to the proper taxing authority; (c) send to the other Party proof of payment and certify its receipt by the taxing authority within sixty (60) days following such payment; and (d) provide reasonable assistance to such other Party to claim any exemptions or credits available to it under Applicable Laws.

ARTICLE 5

INTELLECTUAL PROPERTY

[redacted]

[redacted].

[redacted]

(a) [redacted].

[redacted]

[redacted]

[redacted].

[redacted].

[redacted].

[redacted]

[redacted]

[redacted]

[redacted]

[redacted].

[redacted]

[Omitted: For confidentiality reasons.]

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality Obligations. The Parties agree that, during the Term of this Agreement [redacted] thereafter, all Confidential Information disclosed by one Party to the other Party hereunder shall be received and maintained by the receiving Party in strict confidence, shall not be used for any purpose other than the purposes expressly permitted by this Agreement, and shall not be disclosed to any Third Party, except as expressly permitted by this Agreement. The foregoing obligations shall not apply to any information to the extent that it can be established by such receiving Party that such information:

[Omitted: Term of confidentiality.]

(a) was already known to the receiving Party as evidenced by its written records, other than under an obligation of confidentiality, at the time of disclosure;

(b) was generally available to the public or was otherwise part of the public domain at the time of its disclosure to the receiving Party;

(c) became generally available to the public or otherwise becomes part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was subsequently lawfully disclosed to the receiving Party by a Third Party other than, to the knowledge of the receiving Party, in contravention of a confidentiality obligation of such Third Party to the disclosing Party; or

(e) is independently developed by or for the benefit of the receiving Party without reliance upon or access to Confidential Information of the disclosing Party, as evidenced by competent evidence.

Each Party represents and warrants that it has obtained or will obtain written agreements from each of its employees and consultants who perform work on the Research Plan, which agreements shall obligate such persons to similar obligations of confidentiality and non-use and to assign to such Party all inventions made by such persons during the course of performing any tasks associated with the Research. [redacted] shall be under the terms of non-use and non-disclosure no less restrictive than as set forth in this Section 6.1 and that such investor shall not be granted the right to use such information for any purpose other than those consistent with the objectives of this Agreement. If a Party is required to make any such disclosure of the other Party's Confidential Information, it shall give reasonable advance notice to that other Party of such disclosure requirement, shall cooperate with the other Party in its efforts to secure confidential treatment of such Confidential Information prior to its disclosure, and shall use all reasonable efforts to secure confidential treatment of such information prior to its disclosure (whether through protective orders or confidentiality agreements or otherwise). [redacted].

[Omitted: Scope of exclusivity of disclosure.]

6.2 Press Releases. Except to the extent required by Applicable Laws or as otherwise permitted in accordance with this Section 6.20, no Party shall make any public announcements concerning this Agreement or the terms hereof without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties shall issue a press release in the form set forth on Exhibit 6.2. Notwithstanding the foregoing, once such press release is issued, both parties shall have the right to publicly refer to any information so publicly disclosed, including the existence of the relationship between the Parties and of this Agreement, without the consent of the other Party.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement; (b) it is in good standing with all relevant governmental authorities; (c) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement; and (d) the performance of its obligations under this Agreement do not conflict with, or constitute a default under its charter documents, any contractual obligation of such Party or any court order. Each Party further represents and warrants that it shall not, during the Research Term, undertake any obligation that would conflict with its obligations, or the rights granted by it to the other Party, under this Agreement.

7.2 Representations and Warranties by CO_2. CO_2 represents and warrants that it has the unencumbered right to (a) deliver to Codexis the CO_2 Research Materials, and (b) grant the rights and licenses it purports to grant to Codexis in this Agreement.

7.3 Representations and Warranties by Codexis. Codexis represents and warrants that it has the unencumbered right to (a) deliver to CO_2 the Enzymes, and (b) grant the rights and licenses it purports to grant to CO_2 in this Agreement.

7.4 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 7, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, OR ANY OTHER STATUTORY WARRANTY.

ARTICLE 8

INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Indemnification by Codexis. Codexis shall indemnify, defend and hold CO_2 and its Affiliates, agents, employees, officers and directors (the "**CO_2 Indemnitees**") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) arising out of Third Party claims or suits related to: (a) breach by Codexis of any of its representations and warranties under this Agreement, (b) CO_2's use of the Enzymes in accordance with the Research Plan, and/or (c) the negligence or willful misconduct of Codexis or its Affiliates, and its or their directors, officers, agents, employees, or consultants; *provided, however*, that Codexis' obligations pursuant to this Section 8.1 shall not apply to the extent such claims or suits result from the negligence or willful misconduct of any of the CO_2 Indemnitees.

Notwithstanding the foregoing, Codexis shall have no obligation to defend or indemnify the CO_2 Indemnitees with respect to Third Party claims arising out of breach by CO_2 of its representations and warranties set forth in this Agreement.

8.2 Indemnification by CO_2. CO_2 shall indemnify, defend and hold Codexis and its Affiliates, agents, employees, officers and directors (the "**Codexis Indemnitees**") harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees) arising out of Third Party claims or suits related to: (a) breach by CO_2 of any of its representations and warranties under this Agreement, (b) Codexis' use of the CO_2 Research Materials in accordance with the Research Plan, and/or (c) the negligence or willful misconduct of CO_2 or its Affiliates, and its or their directors, officers, agents, employees, or consultants; *provided*, *however*, that CO_2's obligations pursuant to this Section 8.2 shall not apply to the extent such claims or suits result from the negligence or willful misconduct of any of the Codexis Indemnitees. Notwithstanding the foregoing, CO_2 shall have no obligation to defend or indemnify the Codexis Indemnitees with respect to Third Party claims arising out of breach by Codexis of its representations and warranties set forth in this Agreement.

8.3 Notification of Claim; Conditions to Indemnification Obligations. As a condition to a Party's right to receive indemnification under this Article 8, it shall: (a) promptly notify ("**Claim Notice**") the other Party as soon as it becomes aware of a claim or suit for which indemnification may be sought pursuant hereto (*provided* that the failure to give a Claim Notice promptly shall not prejudice the rights of an indemnified Party except to the extent that the failure to give such prompt notice materially adversely affects the ability of the indemnifying Party to defend the claim or suit); (b) cooperate with the indemnifying Party in the defense of such claim or suit, at the expense of the indemnifying Party; and (c) if the indemnifying Party confirms in writing to the indemnified Party its intention to defend such claim or suit within ten (10) days after receipt of the Claim Notice, permit the indemnifying Party to control the defense of such claim or suit, including without limitation the right to select defense counsel; *provided* that if the indemnifying Party fails to (i) provide such confirmation in writing within the ten (10) day period; or (ii) diligently and reasonably defend such suit or claim at any time, its right to defend the claim or suit shall terminate immediately in the case of (i) and otherwise upon twenty (20) days' written notice to the indemnifying Party and the indemnified Party may assume the defense of such claim or suit at the sole expense of the indemnifying Party and may settle or compromise such claim or suit without the consent of the indemnifying Party. In no event, however, may the indemnifying Party compromise or settle any claim or suit in a manner which admits fault or negligence on the part of any indemnified Party or that otherwise materially affects such indemnified Party's rights under this Agreement or requires any payment by an indemnified Party without the prior written consent of such indemnified Party. Subject as expressly provided above, the indemnifying Party shall have no liability under this Article 8 with respect to claims or suits settled or compromised without its prior written consent.

8.4 Limitation of Liability. Except for breaches of (a) the exclusivity obligations under Section 2.8 or (b) confidentiality under Article 6, and without limiting either Party's indemnification obligations under Sections 8.1 and 8.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT

LIMITED TO, LOSS OF PROFITS OR REVENUE ARISING IN CONNECTION WITH ACTIVITIES CONDUCTED UNDER THIS AGREEMENT.

ARTICLE 9

TERM AND TERMINATION

9.1 Research Term. The term of this Agreement shall commence upon the Effective Date and, unless earlier terminated as provided herein, shall continue in effect until January 31, 2011, and may be extended upon mutual written agreement of the Parties (the "**Research Term**").

9.2 Termination For Material Breach. Either Party may terminate this Agreement upon written notice to other Party if such other Party has materially breached any term of this Agreement and fails to cure such material breach within thirty (30) days after receiving written notice of such breach from such Party, such termination to be effective upon the expiration of such cure period.

9.3 Consequence of Termination or Expiration.

(a) Return of Materials. Upon expiration or earlier termination of this Agreement, each Party shall promptly return all records and materials in its possession or control containing or comprising the other Party's Confidential Information and to which such Party does not expressly retain rights hereunder and that are not required to fulfill its obligations hereunder that continue after termination of this Agreement. Each Party shall have the right to maintain one (1) copy of such records in its legal department files for archive purposes; *provided* that such copy is kept pursuant to the surviving confidentiality obligations of this Agreement.

(b) Accrued Rights.

(i) Each Party's right to exploit any and all Joint Inventions, and any Intellectual Property covering such Joint Inventions, without any obligation or payment to the other Party (other than the Prosecution costs described in Section 5.3(b)(ii)), as set forth in Section 5.3(a), and each Party's rights under the licenses granted by the Parties pursuant to Section 3.3, as applicable, shall survive expiration or termination of this Agreement.

(ii) Expiration or termination of this Agreement for any reason shall be without prejudice to any rights that will have accrued to the benefit of a Party prior to such termination or expiration. Such termination or expiration shall not relieve a Party from accrued payment obligations or other obligations that are expressly indicated to survive termination or expiration of this Agreement.

(c) Survival. The following Articles and Sections of this Agreement shall survive expiration or termination of this Agreement: Articles 1, 5, 6, 8 and 10 and Sections 3.40, 7.4 and 9.3.

ARTICLE 10

GENERAL PROVISIONS

10.1 Relationship of the Parties. The Parties shall perform their obligations under this Agreement as independent contractors and nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency or employer-employee relationship between the Parties. Neither Party shall have any right, power or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other.

10.2 Assignments. Except as expressly provided herein, neither this Agreement nor any interest hereunder may be assigned, nor any other obligation delegated, by a Party without the prior written consent of the other Party; *provided*, *however*, that Party shall have the right to assign this Agreement without consent to an Affiliate of such Party or to any successor in interest to such Party by way of merger, consolidation or other business reorganization or the sale of all or substantially all of its assets in a manner such that the assigning Party shall remain liable and responsible for the performance and observance of all of its duties and obligations hereunder. This Agreement shall be binding upon successors and permitted assigns of the Parties. Any assignment not in accordance with this Section 10.2 shall be null and void.

10.3 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments and to do all such other acts as may be necessary or appropriate in order to carry out the express provisions of this Agreement.

10.4 Force Majeure. Except for the payment of money, neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by earthquake, riot, civil commotion, war, terrorist acts, strike, flood, or governmental acts or restriction that is beyond the control of the respective Party. The Party affected by such force majeure shall provide the other Party with full particulars thereof as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities), and shall use commercially reasonable efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable. If the performance of any obligation under this Agreement is delayed owing to a force majeure for any continuous period of more than one hundred eighty (180) days, the Parties hereto shall consult with respect to an equitable solution, including the possibility of the mutual termination of this Agreement.

10.5 Entire Agreement of the Parties; Amendments. This Agreement, together with the certain Mutual Non-Disclosure Agreement between the Parties dated [redacted] (the "**Mutual Non-Disclosure Agreement**"), constitutes and contains the entire understanding and agreement of the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. For purposes of clarification, the Mutual Non-Disclosure Agreement shall govern the terms of disclosure and use of information disclosed by a Party to the other Party after [redacted] and prior to the Effective Date, and Article 6 of this Agreement shall govern the terms of disclosure and use of information disclosed by a Party to the other Party as of and after the Effective Date. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless made in writing and signed by all of the Parties.

[Omitted: Date of the Mutual Non-Disclosure Agreement.]

10.6 Captions. The captions to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement.

10.7 Governing Law; Interpretation. This Agreement and all claims arising out of or relating to it shall be construed in accordance with and governed by the internal laws of the State of New York (as permitted by Section 5-1401 of the New York General Obligations Law or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties.

10.8 Dispute Resolution. Except as otherwise provided in this Section 10.8 below, in the event of any controversy or claim arising out of, relating to or in connection with any provision of this Agreement or the rights or obligations of the Parties hereunder, the Parties will try to settle their differences amicably between themselves as contemplated herein. Either Party may initiate such informal dispute resolution by sending written notice of the dispute, and an intent to arbitrate such dispute, to the other Party. Within twenty (20) days after such notice, the Parties shall meet in person to negotiate in good faith a resolution to the dispute within twenty (20) days after the first such meeting. If the dispute is unresolved during such period, then either Party may initiate arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("**AAA**") then in force; *provided*, *however*, that any dispute related to the infringement, validity or enforcement of any intellectual property right shall be heard by a court of competent jurisdiction in the country where such right exists. The Parties shall agree upon and appoint one (1) arbitrator within thirty (30) days after the notice of arbitration is received by all Parties and, failing such agreement, any Party may apply under the applicable rules of the AAA for the appointment of an arbitrator and the selection of an arbitrator under such rules of the AAA shall be final and binding on the Parties. Such arbitrator shall have appropriate experience in the clean energy technology industry and be independent of all the Parties. The arbitrator shall apply the law of the State of New York, United States of America, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. The place of arbitration shall be in New York City, New York, United States of America, or any other location agreed to by the Parties. The Parties shall use their best efforts to conclude the arbitration within six (6) months after the arbitrator has been appointed. The award rendered shall be final and binding upon the Parties. The arbitrator may, upon competent proof, grant any remedy or relief that the arbitrator deems just and equitable under the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed as preventing any Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of the dispute as necessary to protect any Party's name, proprietary information, trade secrets, know-how or any other proprietary rights. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.

10.9 Notices and Deliveries. Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by telecopier (receipt verified) or by express courier service (signature required) or five (5) days after it was sent by registered letter, return receipt requested (or its equivalent), *provided* that no postal strike or other disruption is then in effect or comes into effect within two (2) days after such mailing, to the Party to which it is directed at its address or facsimile number shown below or such other address or facsimile number as such Party will have last given by notice to the other Party.

If to Codexis, addressed to:

Codexis, Inc.
200 Penobscot Drive
Redwood City, CA 94063
Attention: [redacted]
Fax: [redacted]

With a copy to:

Codexis, Inc.
200 Penobscot Drive
Redwood City, CA 94063
Attention: [redacted]
Facsimile: [redacted]

If to CO_2, addressed to:

CO_2 Solution Inc.
2300, rue Jean Perrin
Quebec, Quebec G2C 1T9
Canada
Attention: [redacted]
Fax: [redacted]

With a copy to:

[redacted]

[Omitted: Names and addresses.]

10.10 Waiver. A waiver by a Party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

10.11 Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Laws, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Laws, such provision will be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or of this Agreement. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.

10.12 French Language. The Parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.

10.13 Counterparts. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signature of more than one Party but both such counterparts taken together shall constitute one and the same agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date, each copy of which will for all purposes be deemed to be an original.

CODEXIS, INC.

By: *(s)Alan Shaw*

Name: Alan Shaw

Title: President and Chief Executive Officer

CO_2 SOLUTION INC.

By: *(s) Glenn R. Kelly*

Name: Glenn R. Kelly

Title: President and Chief Executive Officer

CO_2 SOLUTION TECHNOLOGIES INC.

By: *(s) Glenn R. Kelly*

Name: Glenn R. Kelly

Title: President and Chief Executive Officer

[redacted]

[redacted]

[redacted]

[redacted] ________________________

Exhibit 1.22

Research Plan

[Omitted: Research Plan.]

Exhibit 2.8

CO_2 - Consultants / Contractors

[Omitted: Names of the consultants and contractors.]

Exhibit 6.2

Form of Press Release

[Omitted: Filed on SEDAR separately.]