

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality and Non-Circumvention Agreement (“**Agreement**”) is entered into as of this _____ day of _____, 2008 (the “**Effective Date**”), by and between John Deere Renewables, LLC (“**Deere**”), a Delaware limited liability company with an address in care of John Deere Credit, 6400 NW 86th Street Johnston, Iowa 50131, and _____, on behalf of itself and its affiliates (hereinafter collectively referred to as “**Local Developer**”), a(n) _____ corporation whose headquarters is located at _____. John Deere and Local Developer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

Recitals

WHEREAS, Deere and Local Developer (hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”) desire to enter into discussions with one another concerning a potential business relationship; and

WHEREAS, Local Developer has fashioned certain information regarding current or potential renewable energy projects (“**Business Opportunity**”) and desires to take all reasonable steps to safeguard and protect all such information from any unauthorized use or disclosure; and

WHEREAS, the Parties desire to continue such discussions and exchange further information for the purpose of due diligence in pursuing the Business Opportunity; and

WHEREAS, the Parties desire to share information with the understanding that the one Party will not use information it has gained to the disadvantage of the other Party; and

WHEREAS, the Parties desire to take all reasonable steps to safeguard and protect all Confidential Information (as such term is defined below) from any unauthorized use or disclosure;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Confidential Information. As used herein, “**Confidential Information**” shall consist of all information, whether in written, oral, electronic or other form, furnished or disclosed on or after the date hereof by one of the Parties or its Representatives (“**Representative**” defined as any affiliate, director, officer, employee, agent, advisor or consultant of either of the Parties or their subsidiaries or affiliates) to the other Party or to its Representatives, and specifically includes, but is not limited to, all business and financial information, marketing and strategic plans, customers, employees, suppliers, analysis, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, data, legal and regulatory permitting strategic analysis and plans relative to state and local law, all terms and conditions included in any and all drafts of any agreement with respect to the Business Opportunity, and all other documents and materials concerning the company and its affiliates, including all portions thereof.

2. Non-Confidential Information. The term “Confidential Information” shall not include any:

- a) Information rightfully in the possession of, or already known to, the recipient Party or its Representatives as of the Effective Date;
- b) Information in the public domain at the time of disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the recipient Party;
- c) Information lawfully furnished or disclosed to the recipient Party by a non-Party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the recipient Party; or

Confidentiality and Non-Circumvention Agreement
Page 2 of 5

- d) Information independently developed by either Party or its Representative(s) without use of any Confidential Information.

3. Ownership of Confidential Information. The Party providing Confidential Information to the other Party shall remain the sole owner of such information. Nothing contained in this Agreement shall be construed as granting or conferring any right or license in the Confidential Information or in any patents, software or other technology, either expressly or by implication to the other Party, or to its Representatives or to others.

4. Limits on Use and Disclosure of Confidential Information. Each Party covenants and agrees that:

- a) Confidential Information received by a Party from the other Party shall be used only for purposes of discussing and evaluating the Business Opportunity and a potential business relationship between the Parties and for no other reason;
- b) Specifically, the Confidential Information may not be used by the recipient Party or its Representatives to the detriment of the disclosing Party;
- c) Each Party shall take all reasonable steps to safeguard and protect confidential information disclosed by the other Party from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as it gives its own confidential and proprietary information. Unless otherwise required by law, each Party will disclose Confidential Information furnished to it by the other Party only to those of its Representatives on a need-to-know basis and will notify such Representatives who are provided any of the other Party's confidential Information, or who are involved in such discussions or evaluation, or who may otherwise have occasion to view, handle, or obtain any Confidential Information of the other Party, of the terms of this Agreement and their obligation to comply with each of them;
- d) Deere shall not, without the prior written consent of Local Developer, which consent Local Developer may withhold in its sole discretion, use any Confidential Information related to the Business Opportunity disclosed by Local Developer except in connection with existing or potential transactions between the two Parties;
- e) Each Party shall not, without the prior written consent of the disclosing Party, disclose by itself or by any of its Representatives, any Confidential Information to any third party.

5. Non-Circumvention. For a period of two (2) years following the Effective Date of this Agreement, Deere shall not, without the prior written consent of Local Developer, which consent Local Developer may withhold in its sole discretion, (a) utilize any Confidential Information to circumvent or compete with Local Developer on the specific Business Opportunity, or (b) utilize information lawfully furnished or disclosed to Deere by a non-party to this Agreement without any obligation of confidentiality and through no wrongful act of the recipient Party, or information independently developed by Deere relative to the Business Opportunity, to circumvent or compete with Local Developer on the specific Business Opportunity.

6. Return of Confidential Information. At any time upon written request of a Party, each Party shall promptly return or destroy, as directed by the disclosing Party, all Confidential Information received or otherwise received from the other Party, including all copies thereof in possession of such Party or any of its Representatives. Upon the request of the disclosing Party, the recipient Party shall furnish to the disclosing Party a signed affidavit providing assurances as to the return or destruction of the disclosing Party's Confidential Information. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from back-up tapes, servers, or other sources.

7. Business Records. Each Party acknowledges that information contained in Confidential Information will become part of the business record of the other Party as a result of notes, e-mail, correspondence and reports prepared by such Party in connection with the subject discussions, and hereby agrees that such records need not be returned, provided, however, the above limits on disclosure and use shall nonetheless fully apply to all such business records.

Non-destruction of (1) electronic copies of materials or summaries containing or reflecting Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by a Party's business personnel, and (2) summary information regarding the discussions between the Parties that has been presented to a Party's control group, including without limitation the Boards of Directors whose review was deemed necessary for approval of the Business Opportunity, which summary information cannot be removed from the corporate records, but which is not readily accessible by a Party's personnel, shall not be deemed to violate this Agreement, so long as the Confidential Information contained therein is not disclosed or used in violation of the other terms of this Agreement.

8. Disclosure of Discussions Prohibited. The fact that discussions are taking place between the Parties is and shall remain confidential and may not be disclosed by either Party to any of its employees or other Representatives or to any governmental agency, regulatory body and any other person without limitation, except on a need-to-know basis, consistent with the purpose and intent of this Agreement.

9. Discussions With Others. Except as provided for herein and except with the prior consent of the other Party, there shall be no discussion, communications or contact of any kind by either Party with the employees, officers, directors or other Representatives of the other Party, of its customers, dealers or suppliers, or any other Party other than in relation to matters which do not breach the terms hereof and which arise in the ordinary course of business.

10. Responsibility for Representatives. Each Party shall be solely responsible for any breach of this Agreement by its Representative, including without limitation, any improper use or disclosure by its Representatives of the other Party's Confidential Information or the disclosure to any third Party of the existence of this Agreement or that discussions between the Parties will or have occurred.

11. Disclosure Under Legal Process. In the event that a Party or any of its Representatives is requested or required pursuant to legal process to disclose any Confidential Information, it is agreed that such Party will provide the other Party whose Confidential Information is affected with prompt written notice of such request our requirement so that such other Party may, at such other Party's option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this Agreement, or other remedy to assure that the Confidential Information will be accorded confidential treatment. If a Party fails to seek such protective order or waiver within thirty (30) days of written notice from the other Party under this Section 11, or such Party fails to otherwise promptly pursue such protective order and obtain such a protective order prior to the date the other Party is legally compelled or required to disclose the Information, then the other Party may disclose that portion of the Confidential Information which it is required or compelled to disclose.

12. Representation as to Accuracy. While each Party believes that all information furnished to the other, including all Confidential Information, will be accurate, no representation or warranty is made by either Party as to its accuracy or completeness and any representation or warranty concerning such information will be made only in subsequent definitive agreements, if any, which may be agreed to by the Parties.

13. Expiration of Obligations. Except as provided in Section 5 hereof, all obligations of confidentiality and all restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of two (2) years following the Effective Date of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, for as long as such information remains a trade secret. Such time period may be extended upon written agreement of the Parties. This Section 13 shall survive the termination of this Agreement.

14. No Obligation. Each of the Parties agrees that unless and until a subsequent agreement or agreements between the Parties with respect to a business relationship has/have been executed and

delivered to the other Party, neither Party will be under any legal obligation to the other Party of any kind whatsoever with respect to such relationship, except for the matters specifically agreed to herein.

15. Expenses. Except as may be specifically agreed to in writing, each of the Parties shall bear its own costs and expenses (and those of its Representatives) associated with the furnishing, evaluation and return of Confidential Information and involving any subsequent discussion and negotiations concerning a potential business relationship.

16. Equitable Relief. It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement by a Party or by its Representatives. Accordingly, each Party shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by the other Party or the other Party's Representatives; provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.

In the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's reasonable attorneys' fees and costs (whether incurred before or in litigation and upon appeal).

17. Miscellaneous.

17.1 Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the Parties and their Representatives, and the obligations and liabilities assumed in this Agreement by the Parties shall be binding upon their respective successors and assigns.

17.2 Consent or Waiver. No alteration, consent, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth a writing signed by each of the Parties. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any other right set forth herein.

17.3 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

17.4 The titles and Headings. Titles and headings used in this Agreement are for convenience only and shall not be used to limit, expand or interpret the language used thereunder.

17.5 Severance. In the event a court of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable: (i) the remaining terms and provisions herein shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that becomes closest to expressing the intention of such invalid or unenforceable term or provision.

17.6 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without reference to its conflicts of laws

principles. Any litigation in connection herewith shall be filed and pursued solely in the United States District Court in Des Moines, Iowa, to the extent such court has jurisdiction.

17.7 Counterparts. This Agreement may be executed in counterparts and delivered to each of the Parties by facsimile. Facsimile or photocopy signatures shall be deemed as legally enforceable and is the original. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

JOHN DEERE RENEWABLES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____