

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is made as of October __, 2009 by and between _____, with its principal place of business located at _____ (“Recipient”), and Cascade Grain Products, LLC, an Oregon Limited Liability Company, with its principal office located at 1409 Franklin Street, Vancouver, Washington, 98660 (“Cascade”) by and through its Chapter 7 bankruptcy trustee, Peter C. McKittrick (“Trustee”).

RECITALS

A. WHEREAS, Cascade Grain Products LLC filed a voluntary Chapter 11 petition before the United States Bankruptcy Court for the District of Oregon, and its Chapter 11 case has been converted to a Chapter 7 proceeding in which Peter C. McKittrick has been appointed the Trustee;

B. WHEREAS, Recipient has expressed interest in evaluating a transaction that may involve investment or possible acquisition of all or a portion of the interest or assets of Cascade, or any related transaction (collectively, the “Potential Transaction”), and in order to discuss and evaluate such Potential Transaction, the parties recognize the need for the disclosure, either orally or in tangible form, of certain Confidential Information (as defined below) to Recipient; and

C. WHEREAS, Cascade is willing to make such disclosures only if its Confidential Information is protected in accordance with the provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS

1. Recitals. The Recitals are hereby incorporated into and made a part of this Agreement.

2. Confidentiality Obligations. Recipient hereby agrees that all Confidential Information disclosed in connection with the Potential Transaction to the Recipient in any form (including all copies thereof and all notes, compilations, analyses, studies, documents or records prepared by or on behalf of Recipient incorporating such information) will be held in confidence and not disclosed to any person or entity except as expressly permitted herein, and Recipient agrees to use the Confidential Information solely for the purposes referred to in Recital B above. Recipient shall ensure the confidentiality of the Confidential Information by using at least the same degree of care as it uses to avoid the unauthorized use, disclosure or dissemination of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. Recipient may disclose the Confidential Information to those affiliates, members, managers, partners, employees, officers, directors, professional and other advisors, debt and equity financing sources, potential co-investors and other representatives (collectively

“Representatives”) of the Recipient with a need to know such Confidential Information in furtherance of such purposes, shall inform all such Representatives of the confidential nature of the Confidential Information and shall direct each such Representative to abide by the terms of this Agreement with respect to the Confidential Information. Recipient shall also be responsible for any breach of the confidentiality or other applicable provisions of this Agreement by any of its Representatives.

3. Confidential Information. For purposes of this Agreement, “Confidential Information” means designs, trade secrets, technology, product information, specifications, software, business and marketing plans, financial information, cost information, suppliers, customer information and other information which is proprietary or confidential in nature, whether disclosed orally or in writing, and shall include all notes, analyses, compilations, studies or other material prepared by Cascade or Recipient containing or based on, in whole or in part, any Confidential Information provided or disclosed to Recipient by Cascade, its officers, directors, employees, affiliates or professional advisors. “Confidential Information” shall also include the Proposed Transaction, including the fact that the Confidential Information has been made available, the fact that discussions or negotiations are taking place between the parties, and any other information pertaining to the Proposed Transaction or the terms, conditions or status thereof. Notwithstanding the foregoing, Confidential Information shall not include any of the foregoing which:

- (a) is already known by the Recipient or its Representatives prior to any disclosure to it, as shown by the Recipient’s prior written records or other reasonable evidence; or
- (b) is or becomes publicly known through no wrongful act of the Recipient in violation of this Agreement; or
- (c) is received by the Recipient or its Representatives from a third party who is not known by Recipient to be bound by a confidentiality obligation with respect to such information; or
- (d) is independently developed by the Recipient without using any of the Confidential Information of Cascade; or
- (e) is approved for release by the prior written consent of Cascade and is released consistently with such consent.

4. Legal Obligation to Disclose. In the event that the Recipient is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or pursuant to the rules or regulations of any securities exchange on which Recipient or its affiliates is traded or any other similar process) to make any disclosure which is prohibited by this Agreement, the Recipient may make the required disclosure provided that Recipient (a) gives Cascade prompt prior written notice thereof, unless prohibited by law from doing so, so that Cascade may seek a protective order or other appropriate remedy, (b) failing entry of such an order, disclose only that portion of the Confidential Information that it is legally required to disclose based upon the advice of counsel, provided that Recipient will use its

reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information, and (c) cooperates with Cascade (at no cost to Recipient) in its efforts to decline, resist or narrow such request.

5. No Definitive Agreement. Each party acknowledges and agrees that no contract or agreement with respect to any Potential Transaction between the parties shall be deemed to exist between the parties unless and until a written definitive agreement providing for such rights or obligations has been executed and delivered by each party.

6. Return of Confidential Information. Trustee may elect at any time to terminate further access by Recipient to Confidential Information. The Recipient agrees that upon any such termination, it will, at Recipient's option, promptly return to Cascade or destroy all of Cascade's Confidential Information in the Recipient's possession and require its Representatives to also return to Cascade or destroy all of Cascade's Confidential Information in its Representatives' possession, including all copies thereof, upon the request of Cascade at any time. Recipient shall not be obligated to deliver to Cascade any documents, records, data or reports prepared by or on behalf of Recipient which contain Confidential Information, but shall destroy such information after receiving a request as set forth herein. Notwithstanding the foregoing, (a) Recipient and its Representatives are not obligated to return or destroy any of its decision-making documents submitted to its management or board of directors, or corporate documents which are required by applicable law to be retained, that incidentally reflect or refer to the Confidential Information, provided that Recipient will take appropriate measures, using not less than a reasonable degree of care, to preserve the confidentiality of such Confidential Information; (b) Recipient's (and its Representatives') legal department may maintain a copy of the Confidential Information in its restricted access files for actual or anticipated litigation, regulatory compliance or corporate record keeping purposes.

7. Consent to Injunctive Relief. Recipient acknowledges that its breach of any obligation or covenant set forth herein will cause irreparable harm to Cascade, for which there will be no adequate remedy at law. Consequently, in addition to, and without limiting any other available rights or remedies, Recipient hereby acknowledges that Cascade shall be entitled to seek immediate injunctive relief against Recipient, in the event of any actual or threatened breach by Recipient of any obligation or covenant set forth in this Agreement.

8. Ownership of Confidential Information; No License. All Confidential Information and all intellectual property rights contained in or related to the Confidential Information shall remain the property of Cascade. Recipient acknowledges and agrees that no right or license, express or implied, is granted hereunder with respect to any Confidential Information disclosed to it by Cascade.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, excluding its conflicts of laws principles. The United States Bankruptcy Court for the District of Oregon shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and Recipient hereby agrees, and waives any objection to, the jurisdiction of such court for such purpose.

10. No Representations or Warranties. The Confidential Information is being provided to the Recipient “as is” and without any representation or warranty of any kind, either express or implied. The Recipient understands and agrees that neither Cascade nor any of its directors, officers, employees, affiliates or professional advisors makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information nor will any of them have any liability to Recipient or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions there from. The Recipient understands and agrees that the Disclosing Party is under no duty or obligation to provide the Recipient with access to any information, and nothing herein is intended to impose any such obligation on the Disclosing Party or any of its Representatives.

11. Process. Recipient acknowledges and agrees that (a) Cascade is free to conduct any process leading up to a Potential Transaction as Cascade, in its sole discretion, may determine (including, without limitation, by negotiating with any other prospective business partner and entering into a preliminary or definitive agreement without prior notice to Recipient or any other person), (b) Cascade reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or any of Recipient’s Representatives with regard to any Potential Transaction, and to terminate discussions and negotiations with Recipient at any time and for any reason, and (c) unless and until a written definitive agreement concerning any Potential Transaction has been executed and delivered, neither Cascade nor its directors, officers, managers, employees, affiliates, stockholders, members, affiliates, agents, advisors or controlling persons will have any legal obligation or liability to Recipient of any kind whatsoever with respect to any Potential Transaction, whether by virtue of this Agreement or any other written or oral expression with respect to any Potential Transaction. For purposes hereof, the term “definitive agreement” does not include an executed letter of intent or any other preliminary written agreement between the parties hereto. Recipient also agrees that except in the ordinary course of business and not related to any Potential Transaction contemplated hereunder, Recipient will not initiate or contact any officer, director or employee of Cascade regarding any Potential Transaction, except with prior written consent of Charles Carlson, President of Cascade, or Trustee.

12. Severability. Any judicial determination that any provision of this Agreement is unlawful or unenforceable shall not affect the enforceability of the remaining provisions.

13. Assignment; Amendment/Waiver; Enforcement. This Agreement shall be binding upon the parties and their respective successors and assigns, provided that Recipient may not assign any of its rights or obligations hereunder without the prior written consent of Cascade. The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not constitute a waiver of the same or different rights or breaches in subsequent instances. No amendment, waiver or other alteration or modification of this Agreement shall be effective unless in writing and signed by both parties hereto. If Cascade prevails in an action or other proceeding against Recipient to enforce its rights under this Agreement, Recipient shall pay the reasonable costs and reasonable attorneys fees of Cascade relating to such action or proceeding.

14. Entire Agreement/Modifications. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all

prior written or oral agreements between the parties pertaining to such subject matter. This Agreement may not be modified, supplemented or amended except by an instrument signed by both parties.

15. Term. This term of this Agreement shall terminate one hundred eighty days (180) from the date hereof; provided that the obligations of Recipient to maintain the confidentiality of, and not to disclose, the Confidential Information it has received under this Agreement shall continue for a period of two (2) years after termination of the term of this Agreement and then such obligations shall terminate.

16. Control of Information/Other Transactions. In order to assist the Recipient in maintaining control of the Confidential Information, Recipient, Cascade and Trustee shall ensure that the Confidential Information (including, without limitation, access thereto via Intralinks, Syndtrak or similar website) is furnished to _____(the "Designated Contact"), unless and until otherwise directed by the Designated Contact in writing or by e-mail at _____(insert address and email address). Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not limit, restrict or impair the ability of the Recipient or its Representatives to engage in transactions with respect to securities, bank debt, instruments and interests of Cascade or any other person or entity, so long as such transactions do not violate applicable United States securities laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

CASCADE GRAIN PRODUCTS, LLC,

Peter C. McKittrick, Chapter 7 Bankruptcy Trustee

By: _____
Name: _____
Title: _____