

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is between American Process, a corporation with a principal place of business at 750 Piedmont Avenue, NE, Atlanta, Georgia 30308, and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison ("UW"), an educational institution at 21 North Park Street, Suite 6401, Madison, WI 53715.

WHEREAS, American Process and the UW intend to discuss research and potential collaboration regarding the development and scale-up of cellulosic biofuel and adjacent technologies ("Research"); and

WHEREAS, in anticipation of or during the course of the Research, the parties intend to disclose to each other certain proprietary and confidential data, concepts and technology pertaining to the Research which the parties deem to be of a confidential, proprietary and/or trade secret nature;

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the parties agree as follows:


1. Both parties agree that they shall regard, maintain and preserve the secrecy and confidentiality of any and all information and data, whether in oral or written form, including but not limited to, costs, products, processes, methods, concepts, ideas, programs, formulae, apparatus, chemicals, organisms, molecules, prototypes, techniques, know-how, marketing plans, business plans, data, strategies, forecasts, customer or supplier lists or technical requirements of customers, or other trade secrets (collectively referred to herein as the "Confidential Information") of the other party which may be disclosed to or obtained by it pursuant to this Agreement.
2. All information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with the Research which is intended to be treated as Confidential Information under this Agreement shall be designated in writing by the Disclosing Party as "Confidential" at the time of disclosure, or if disclosed orally shall be designated in writing as "Confidential" within fifteen (15) days of disclosure. The Recipient will take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to others, but at least the same level of security as is afforded to the Recipient's own proprietary or Confidential Information.
3. Each party hereto shall limit access to the other party's Confidential Information to those of its employees, agents, and consultants, who have a reasonable need for access to such information in connection with the discussion and exploration of the Research and who shall be subject to the non-disclosure covenants contained herein..
4. All Confidential Information disclosed by a party to this agreement ("Disclosing Party") remains the property of the Disclosing Party and, if requested by Disclosing Party, the Confidential Information must be returned by Recipient to the Disclosing

Party if in a form suitable to be returned, within thirty (30) days after the Disclosing Party makes a written request for its return. The Recipient agrees to use the Confidential Information only for purposes of the Research, and not for any commercial purpose unless authorized in writing by the Disclosing Party. It is expressly acknowledged by the parties that the transmission of the material containing such Confidential Information shall not be construed to grant the recipient an implied or express license or option to a license of any type under any patents, know-how or trademarks owned or controlled by the disclosing party.

5. Neither party makes any representation with respect to and does not warrant any Confidential Information provided under this Agreement for any purpose, but shall furnish such information in good faith. Without restricting the generality of the foregoing, neither party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the Confidential Information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt of use of Confidential Information by Recipient.
6. Nothing in this Agreement shall be interpreted as placing any obligation of confidence and non-use on Recipient with respect to any Confidential Information that:
  - a. can be demonstrated to have been in the public domain as of the date of this Agreement, or comes into the public domain during the term of this Agreement through no fault of Recipient;
  - b. can be demonstrated to have been known by Recipient prior to disclosure by Disclosing Party;
  - c. can be demonstrated to have been rightly received by Recipient from a third party who did not require Recipient to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, from Disclosing Party under a continuing obligation of confidence;
  - d. is generally disclosed by Disclosing Party to third parties without any obligation on the third parties; or
  - e. is required to be disclosed by applicable law.
7. American Process and UW each acknowledge that any such breach of this Agreement could cause the other party irreparable harm. Accordingly, each party agrees that in the event of any breach or threatened breach of this Agreement, in addition to other remedies at law or in equity it may have, the party alleging a breach or threatened breach shall be entitled to injunctive relief.
8. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
9. This Agreement is binding upon American Process and UW, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue for two (2) years after effective

date or until terminated on thirty (30) days written notice by either party, whichever occurs first. Recipient's obligations of confidentiality and restrictions on use of the Information shall last for a period of two (2) years from the date of disclosure of Information.

American Process

  
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Signed

THEODORA RETSINA  
Printed Name

President  
Title

March 26, 2010  
Date

Board of Regents of the University of Wisconsin System

  
\_\_\_\_\_  
Signed

Michael Morris  
Printed Name

Contract Coordinator  
Title

3/31/10  
Date