

June ____, 2013

Recipient: _____

Address 1: _____

Address 2: _____

City, State ZIP: _____

e-mail: _____

tel: _____

Re: Potential Purchase of Fuel Ethanol Plant

Gentlemen:

IR1 Group LLC (“IR1 Group”) is being asked by [_____]
a [_____] (“Recipient”) to furnish certain information concerning Purified Renewable Energy, LLC, (the “Company”) which filed a Chapter 11 bankruptcy case on March 25, 2013 in the United States Bankruptcy Court for the District of Minnesota, Case No. 13-41446, and its business operations and financial condition as part of and in connection with the Recipient’s interest in a possible purchase of certain of the Company’s assets (the “Proposed Purchase”). The Recipient acknowledges that any information provided to it is confidential and proprietary information (“Confidential Information”) of the Company provided to the Recipient for the purpose of evaluating the Proposed Purchase. “Confidential Information” includes, without limitation, all nonpublic information concerning the Company or its customers which has been, or may be, provided in connection with the Proposed Purchase. Confidential Information also includes all notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient, its agents, employees and contractors (collectively, the “Recipients”) which contain, reflect or are based on upon, in whole or in part, the information furnished to the Recipient or its Representatives (as defined below) pursuant hereto.

The Recipient further agrees as follows:

1. The Confidential Information shall be used solely in connection with the Proposed Purchase and the evaluation of the Proposed Purchase by the Recipient and only by persons employed with Recipient who have a legitimate business need to possess or use such Confidential Information and who are provided with a copy of this letter. In any event, the Recipient shall be responsible for any breach of this letter by any of its Representatives (as defined below).

2. The Recipient further agrees that all Confidential Information will be held and treated by it (including its respective subsidiaries and affiliates), its agents, employees and contractors (collectively, “Representatives”) in confidence and will not, without the prior written consent of the Company, be disclosed in any manner whatsoever, in whole or in part.

3. The Recipient shall instruct its Representatives to keep the same confidential by using at least the same care and discretion that the Recipient uses with respect to its own confidential information, provided, however, that nothing herein shall limit the disclosure of any such information to the extent required by statute, rule, regulation or judicial process or in connection with any litigation to which the Company or the Recipient is a party involving the Proposed Purchase; provided, further; that, unless specifically prohibited by applicable law or court order, the Recipient agrees, prior to the disclosure of any such Confidential Information, to notify the Company of any request for disclosure of any such information.

4. Without the prior written consent of the Company, for the period of one year after the execution of this letter, the Recipient and its Representatives shall not purchase or otherwise acquire any claims (of whatever kind) in the Company’s bankruptcy case pending in the Bankruptcy Case held by any other party.

5. The Recipient understands that all financial information and projections provided to Recipient are based on estimates prepared by the Company. These estimates and projections are for illustrative purposes only and should be not relied upon for the purposes of determining value. The recipient understands that they must conduct their own due diligence and determine valuation.

6. At any time upon the request of the Company for any reason, the Recipient will promptly deliver to the Company all documents (and all copies thereof) furnished to the Recipient or its Representatives by or on behalf of the Company pursuant hereto and provide written documentation that all such documents have been returned or destroyed. In the event of such a decision or request, all other Confidential Information prepared by the Recipient or its Representatives shall be destroyed and one archive copy thereof may be retained. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. The Recipient understands and acknowledges the Company makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Recipient agrees that the Company shall have no liability to it or to any of its Representatives relating to or resulting from the use of the Confidential Information. Only those representations or warranties which are made in a final definitive agreement regarding the Proposed Purchase, when, and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

8. The Recipient agrees that unless and until a final definitive agreement regarding the Proposed Purchase has been executed and delivered, neither the Company nor the Recipient will be under any legal obligation of any kind whatsoever with respect to the Proposed Purchase by virtue of this letter except for the matters specifically agreed to herein. The Company reserves the right to reject any and all proposals made by the Recipient with regard to the Proposed Purchase, and to terminate discussions and negotiations at any time.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter shall become a binding agreement between the Recipient and the Company.

Very truly yours,

Jeff Manternach
IR1 Group LLC
736 Whalers Way, Building G, Suite 100
Fort Collins, Colorado 80525
503-636-1130
jeffm@ir1group.com

I have read the above letter and, on behalf of the Recipient agree to the terms set out herein.

Recipient: _____

By: _____

Name: _____

Title: _____

Please sign and email to:
jeffm@ir1group.com