

Confidentiality and Non-Disclosure Agreement

Aventine Hill Holdings LLC, a Florida limited liability company (the “Company”) and the undersigned person or entity (“you”) hereby agree as follows, as of the date stated below:

1. The Company and its subsidiaries and affiliates are furnishing to you, as you have requested or may request, certain confidential and proprietary information concerning the business, financial condition, operations, assets, liabilities, properties and other matters of the Company. All such information, including without limitation any initial presentations, any information that may have been provided previously to you, and all subsequent communications, in each case provided to you by or on behalf of the Company, whether prepared by the Company, its advisors or otherwise, and any notes, analyses, compilations, forecasts, studies, summaries, data, interpretations, documents and other materials prepared by you or your Recipients (as defined below) and/or otherwise derived from such information, in whatever form or medium produced or maintained, is herein collectively referred to as “Evaluation Material.” The term Evaluation Material will not include information which: (a) is or becomes publicly available (other than as a result of a disclosure by you or your Recipients in violation of this agreement); (b) is or becomes available to you on a non-confidential basis from a source (other than from us or our Recipients or your Recipients) which is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation; or (c) was known to you before the date of this agreement and in respect of which you were not otherwise under any obligation of confidentiality to the Company.
2. As used in this agreement, the “Representatives” shall mean, for any person or entity, such person’s or entity’s employees, officers, directors, members, partners, stockholders, affiliates, professional advisors (legal, financial, accounting or otherwise), third party consultants or service providers (providing due diligence support) and other representatives. As used in this agreement, the “Recipients” shall mean each Representative who needs to receive and consider the Evaluation Material. You shall provide each Recipient with a copy of this agreement, and each Recipient shall agree to be bound by the terms of this agreement, prior to your providing any Evaluation Material to such Recipient. You agree to be responsible for any breach of this agreement by any of your Recipients and you agree, at your sole expense, to take all reasonable measures (including without limitation court proceedings) to restrain your Recipients from prohibited or unauthorized disclosure or use of the Evaluation Material.
3. You and your Recipients acknowledge and agree that the Evaluation Material is confidential, sensitive and proprietary information of the Company. You and your Recipients agree that you will keep the Evaluation Material confidential, will not reproduce the Evaluation Material, will not transmit or distribute the Evaluation Material to any other person or entity other than as expressly permitted by the Company, and will use the Evaluation Material only for the purpose of evaluating the business transactions described therein (the “Transaction”) and not in any way detrimental to the Company. You may disclose the Evaluation Materials to your Recipients with a need to know the information contained therein, for the sole purpose of facilitating your consideration of the Transaction.
4. In addition, without the prior written consent of the other party, each party hereto will not, and will cause its Representatives and Recipients (as applicable) not to, disclose to any person: (a) the fact that investigations, discussions or negotiations are taking place or have taken place concerning a possible Transaction or other business relationship involving the parties; (b) any of the terms, conditions or other facts with respect to any such possible Transaction involving the parties, including the status thereof or the other party's consideration of a possible Transaction; or (c) that this agreement exists

or that Evaluation Material have been or may be made available to it or its Recipients (save in accordance with the provisions of paragraph 7 of this agreement).

5. You hereby confirm that you and your Recipients will take any action necessary or appropriate to prevent the use by you or them of any Evaluation Material in a way that violates any applicable law, including without limitation any antitrust or competition laws of the United States or other foreign governmental entity.
6. You acknowledge that the Company may elect at any time (upon reasonable written notice) to terminate further access by you and your Recipients to the Evaluation Material with respect to the Company. In addition, if you decide that you do not wish to proceed with a Transaction with the Company, you will inform the Company of that decision as soon as reasonably practicable. In that case, or at any time upon the written request of the Company, you and your Recipients agree to return to the Company all Evaluation Material without retaining any copy thereof and to cause any remaining notes, photocopies and other materials derived from the Evaluation Materials to be destroyed, including, to the extent practicable, expunging all such Evaluation Material from any computer, word processor or other device containing such information (provided that such information is in a form which is capable of delivery or destruction). For the avoidance of doubt, the Company acknowledges that you and your Recipients may retain: (i) one copy of the Evaluation Material for the purposes of and for so long as required by any applicable law, court or regulatory agency or authority or its internal compliance procedures; and (ii) electronic files containing Evaluation Material created pursuant to automatic archiving and back-up procedures. No such termination will affect your obligations hereunder or those of your Recipients, all of which obligations shall continue in effect for the term of this agreement.
7. In the event that you or any of your Recipients are requested or required by applicable law, regulation, rule of any stock exchange or court order (whether by oral questions, interrogatories, requests for information or documents, subpoena, similar process or otherwise) to disclose all or any part of the Evaluation Material, you and your Recipients agree (unless expressly prohibited by applicable law or legal process) to the fullest extent permitted to notify the Company of the existence, terms and circumstances surrounding such a request or requirement, so that the Company may seek an appropriate protective order and/or waive your compliance with the provisions of this agreement (and, if the Company seeks such an order, to the extent permitted and reasonably practicable to provide such cooperation as the Company shall reasonably request). It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder, you or any of your Recipients are nonetheless compelled to disclose information concerning the Company to any court, tribunal or regulatory agency, or as otherwise required by applicable law, regulation, rule of any stock exchange or court order, you or such Recipient may disclose only such information that your or their counsel advises is required to be so disclosed. In such circumstances, the disclosure shall be without liability hereunder unless such disclosure was caused by or resulted from a previous disclosure by you or any of your Recipients that was not permitted by this agreement. To the fullest extent permitted, you and your Recipients will notify the Company of any information that you or they are obligated to disclose.
8. The Company will have the exclusive authority to determine what (if any) Evaluation Material is to be made available to you and any of your Recipients. You agree and acknowledge that neither the Company nor any of its Representatives has made or will make any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor any of its Representatives shall have any liability to you or any of your Recipients on any basis (including without limitation in contract, tort, under federal or state securities laws or otherwise), and neither you nor any of your Recipients will make any claims whatsoever against such

other persons, with respect to or arising out of: (a) a possible Transaction involving the parties, as a result of this agreement or any other written or oral expression with respect to a possible Transaction involving the parties; (b) the participation of such party in evaluating a Transaction involving the parties; (c) the review of, use of or content of the Evaluation Material or any errors therein or omissions therefrom; or (d) any action taken or any inaction occurring in reliance on the Evaluation Material.

9. Some information contained in the Evaluation Material has been obtained from sources outside of the Company. While such information is believed to be reliable by the Company for the purposes used therein, neither the Company nor any of its affiliates, members or employees assume any responsibility for the accuracy of such third-party information. The Evaluation Material reflects matters as they exist and the Company's view as of the date the Evaluation Material is delivered to you and not as of any future date, and is based on assumptions, risks and uncertainties which cannot be predicted or quantified. The Company will not, and does not undertake any obligation to, update or revise any of the Evaluation Material, whether as a result of new information, changed circumstances, future events or otherwise, after the date the Evaluation Material is delivered to you.
10. Unless you and the Company enter into a definitive agreement relating to a Transaction, no agreement providing for a Transaction involving the Company will be deemed to exist between you or any of your Recipients and the Company, and the Company will be under no obligation to negotiate or enter into any such definitive agreement or Transaction with you or any of your Recipients. The Company reserves the right, in its sole and absolute discretion: (a) to conduct any process it deems appropriate with respect to any Transaction or any other proposed transaction involving the Company, and to modify any procedures relating to any such process without giving notice to you or any other person; (b) to reject any proposal made by you or any of your Recipients with respect to a possible Transaction involving the Company; and (c) to terminate discussions and negotiations with respect to a possible Transaction with you at any time. You recognize that, except as may be expressly provided in any definitive agreement between you or any of your Recipients and the Company: (i) the Company and its Representatives will be free to negotiate with, and to enter into any agreement or Transaction with, any other person or no person in its sole discretion; and (ii) you and your Recipients will not have any rights or claims against the Company or any of its Representatives arising out of or relating to any possible Transaction involving the Company.
11. You and the Company agree that money damages would not be a sufficient remedy for any breach of this Agreement, and that the Company would be irreparably harmed by your disclosure of Evaluation Material or other breach of this agreement and that the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Company shall not be required to post a bond to seek or obtain any such relief. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or in equity to the Company.
12. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The Company reserves the right to assign all of its rights, powers and privileges under this agreement (including without limitation the right to enforce all of the terms of this agreement) to any person who enters into any Transaction contemplated by this agreement. This agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, relating to the subject matter hereof. No modifications of this agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by both of the parties hereto. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement,

which will remain in full force and effect, except to the extent such invalidity or unenforceability defeats the purpose of any other such provision. The term “person” as used in this agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

13. This agreement, the rights and obligations of the parties hereto and any claims or disputes relating to such rights and obligations shall be governed by and construed under the laws of the State of New York (excluding the choice of law rules thereof). Each of the parties hereby irrevocably and unconditionally submits to the jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any order or judgment with respect thereto. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in any court referred to in this paragraph. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

14. The obligations of each party under this agreement will terminate on the date which is three years from the date of the last transmission of Evaluation Material from the Company to you, under this agreement.

Executed on the _____ day of _____, 2020.

Aventine Hill Holdings LLC

[company name]

By: Klaus Kunze /s/
Klaus Kunze, Managing Member

By: _____
[name], [title]

By: _____
[name, individually]