

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

VERASUN ENERGY CORPORATION, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 08-12606 (BLS)

(Jointly Administered)

**Related to Docket No. 344**

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF  
GREENBERG TRAURIG, LLP AS CO-COUNSEL  
FOR THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS, *NUNC PRO TUNC* TO NOVEMBER 14, 2008**

Upon the application (the "Application")<sup>2</sup> of the Official Committee of Unsecured Creditors (the "Committee") in the chapter 11 cases (the "Cases") of VeraSun Energy Corporation, *et al.* (collectively, the "Debtors") for entry of an Order, pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a), 2016(b), and 5002, authorizing the retention and employment of Greenberg Traurig, LLP as co-counsel for the Committee, *nunc pro tunc* to November 14, 2008; and upon reviewing and considering the Detweiler Affidavit and the Application; and it appearing that the Court has jurisdiction over the Application pursuant to 28 U.S.C. § 157(b)(2)(A); and due and adequate notice of the Application having been given; and it appearing that no other or further notice need be given; and this Court having determined

<sup>1</sup> The Debtors are VeraSun Energy Corporation, ASA Ablon, LLC, ASA Bloomingburg, LLC, ASA Linden, LLC, ASA OpCo Holdings, LLC, Big River Resources (IA) Grinnell, LLC, Clean Tec Aviation Fuels, LLC, Clean Tec Aviation, LLC, Provista Renewable Fuels Marketing, LLC, US Bio Grain CPI, LLC, US Bio Ingredit, LLC, US Bio Marion, LLC, US Bio Marshall, US BioEnergy Corporation, VeraSun Albert City, LLC, VeraSun Aurora Corporation, VeraSun BioDiesel, LLC, VeraSun Central City, LLC f/k/a US Bio Platte Valley, LLC, VeraSun Charles City, LLC, VeraSun Dyersville, LLC, VeraSun Fort Dodge, LLC, VeraSun Granite City, LLC, VeraSun Hankinson, LLC, VeraSun Hartley, LLC, VeraSun Janesville, LLC, VeraSun Litchfield, LLC, VeraSun Marketing, LLC, VeraSun Ord, LLC, VeraSun Reynolds, LLC, VeraSun Tilton, LLC, VeraSun Welcome, LLC, and VeraSun Woodbury, LLC.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

that based upon the representations in the Application and the Detweiler Affidavit, Greenberg Traurig represents no interest adverse to the Debtors' estates or their creditors, Greenberg Traurig is a disinterested person as that term is defined under section 101(14) of the Bankruptcy Code, and Greenberg Traurig's employment is in the best interests of the Debtors' estates and creditors; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Application hereby is granted and approved in all respects.
2. The Committee is authorized to retain Greenberg Traurig as its co-counsel, pursuant to Sections 328(a) and 1103(a) of the Bankruptcy Code, *nunc pro tunc* to November 14, 2008, to perform the services set forth in the Application.
3. Greenberg Traurig shall be compensated in accordance with sections 328, 330 and 331 of the Bankruptcy Code, any applicable Bankruptcy Rules, Local Rules and any orders of this Court.
4. Monthly fees and expenses incurred pursuant to this Order shall be allocated amongst the Debtors' three operating divisions (i.e., (a) the "**US BioEnergy Division**";<sup>3</sup> (b) the "**ASA Division**";<sup>4</sup> and (c) the "**VeraSun Division**"<sup>5</sup>, each a "**Division**", and, collectively, the "**Divisions**") in accordance with the allocable percentage of

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<sup>3</sup> For Purposes of this Order, the US BioEnergy Division shall consist of: US Bio Marion, LLC; US BioEnergy Corporation; VeraSun Albert City, LLC; VeraSun Central City, LLC; VeraSun Dyersville, LLC; VeraSun Hankinson, LLC; VeraSun Ord, LLC; VeraSun WoodBury, LLC.

<sup>4</sup> The ASA Division consists of: ASA Albion, LLC; ASA Bloomingburg, LLC; ASA Linden, LLC; ASA OpCo Holdings.

<sup>5</sup> For purposes of this Order, the VeraSun Division shall consist of: VeraSun Aurora Corporation; VeraSun BioDiesel, LLC; VeraSun Charles City, LLC; VeraSun Fort Dodge, LLC; VeraSun Granite City, LLC; VeraSun Hartley, LLC; VeraSun Litchfield, LLC; VeraSun Marketing, LLC; VeraSun Tilton, LLC.

aggregate budgeted fees for each retained professional based on the operating capacity of each of the Divisions as set forth in the applicable debtor-in-possession financing budgets for each Division, whether or not individual plants within a Division are actually operating at full or partial utilization ("**Nameplate Capacity**"); provided, however, for inclusion in Nameplate Capacity, a plant must be capable of operating, fully-constructed and continue to be owned by the Debtors; provided, further, that each Division shall not be jointly and severally liable for the aggregate budgeted fees allocable to any other Division unless the budget for the applicable Division is subsequently amended to include allocations of other Divisions.

5. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Date: January 7, 2009

  
BRENDAN LINEHAN SHANNON  
UNITED STATES BANKRUPTCY JUDGE