

MEMORANDUM

December 22, 2008

To: Official Committee of Unsecured Creditors (the “Committee”) of VeraSun Energy Corporation, et al. (the “Debtors”)
From: Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”)
Re: VeraSun Energy Corporation, et al. – Summary of Deloitte Retention Application

Debtors’ Application for Order Under Bankruptcy Code Sections 327 and 328 Authorizing Employment and Retention of Deloitte Tax LLP as Tax Service Providers and Tax Consultants and Advisors *Nunc Pro Tunc* to November 3, 2008 [Docket No. 327] (the “Deloitte Retention Application”)

By the Deloitte Retention Application, the Debtors seek entry of an order (the “Order”) authorizing the retention of Deloitte Tax LLP (“Deloitte”) to perform certain tax consulting and tax compliance services for the Debtors, retroactive to November 3, 2008. Set forth below is a summary of the material terms of Deloitte’s proposed retention:

I. Scope of Services
A. Tax Consulting Services

Deloitte will provide the Debtors with the following tax consulting services (collectively, the “Tax Consulting Services”).

- a) advise the Debtors regarding the tax aspects of the restructuring and bankruptcy emergence process;
- b) advise the Debtors on cancellation of debt income for tax purposes;
- c) advise the Debtors on available post-restructuring tax attributes and the preparation of tax basis balance sheets;
- d) advise the Debtors on the potential effect of the alternative minimum tax;
- e) advise the Debtors on post-bankruptcy net operating loss carryovers;
- f) advise the Debtors on their net built-in gain or loss position at the time of any ownership change;

- g) advise the Debtors on cash tax effects of restructuring and their post-restructuring tax profile;
- h) advise the Debtors as to the proper tax treatment of postpetition interest;
- i) advise the Debtors as to the proper tax treatment of reorganization costs;
- j) advise the Debtors in their evaluation of the effects of the tax aspects of liquidating, merging, or converting entities as part of the restructuring;
- k) advise the Debtors with respect to items adjusted for GAAP purposes;
- l) document, as appropriate, any tax analysis, opinions, recommendations, and observations provided, and correspondence regarding any proposed restructuring alternative tax issue or other tax matter described above;
- m) advise the Debtors regarding other income tax questions that may arise in the course of the engagement;
- n) advise the Debtors in identifying tax issues and planning opportunities related to debt restructuring and/or bankruptcy;
- o) advise the Debtors in their efforts to preliminarily identify tax issues and state and local planning opportunities related to post-restructuring; and
- p) advise the Debtors in estimating the tax basis in the stock in each Debtor's subsidiaries or other entity interests.

B. Tax Compliance Services

The Debtors also seek to retain Deloitte to provide tax compliance services, including assisting VeraSun Energy Corporation and US BioEnergy Corporation with the preparation of various federal and state income tax returns (the "Tax Compliance Services" and together with the Tax Consulting Services, the "Tax Services").

II. Terms of Compensation

A. Tax Consulting Services

As compensation for the Tax Consulting Services, Deloitte will receive compensation on an hourly basis as follows:

Title	Rate per hour
Partner	\$595
Director	\$580
Senior Manager	\$505

Manager	\$400
Senior Associate	\$300
Staff	\$190

B. Tax Compliance Services

As compensation for the Tax Compliance Services, Deloitte will receive compensation on an hourly basis as follows:

Title	Rate per hour
Partner	\$470
Director	\$460
Senior Manager	\$410
Manager	\$330
Senior Associate	\$260
Staff	\$180

III. Disinterestedness

In the 90 days prior to the petition date, the Debtors paid Deloitte approximately \$617,000. In addition, Deloitte holds a prepetition claim against the Debtors for fees and services rendered for approximately \$302,000 (the "Prepetition Claim"). Subject to the Court's approval of the Deloitte Retention Application, Deloitte will waive the Prepetition Claim.

IV. Indemnification

The Debtors will indemnify Deloitte from all claims except to the extent such claims arise primarily from Deloitte's gross negligence, bad faith or intentional misconduct. In any event, the aggregate liability of Deloitte shall not exceed an amount that is proportional to the relative fault that its conduct bears to all other conduct giving rise to such claim.