

MEMORANDUM

December 29, 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 Recently Filed Pleading

Debtors’ Application for Order Under Bankruptcy Code Sections 327 and 328 Authorizing Employment and Retention of Deloitte & Touche LLP to Provide Internal Control Related Consulting Services *Nunc Pro Tunc* to December 1, 2008 (the “Application”)

As previously reported, the Debtors filed an application with the Bankruptcy Court on December 10, 2008, seeking authorization to retain Deloitte Tax LLP (“Deloitte Tax”) to provide certain tax consulting and tax compliance services for the Debtors. By the instant Application, the Debtors seek entry of an order authorizing the retention of Deloitte & Touche LLP (“Deloitte”) to perform certain internal control related consulting services for the Debtors, retroactive to December 1, 2008. Set forth below is a summary of the material terms of Deloitte’s proposed retention:

I. Scope of Services

Deloitte will provide the Debtors with the following internal control related consulting services that are mandated under the Sarbanes-Oxley Act (collectively, the “Consulting Services”):

- a) assist the Debtors with an updated 2008 risk assessment for compliance with COSO standards;
- b) develop 2008 404 documentation project plan for business segments to update and maintain documentation of key control objectives and control activities for each business process area;
- c) update and apply qualitative and quantitative risk rating approach;
- d) rationalize controls by process, application, and location for documentation and testing in accordance with Public Company Accounting Oversight Board Audit Standard No. 5;
- e) assist management in updating their assessment of the control environment, including business processes and information technology applications;

- f) update risk-based testing strategy based on qualitative and quantitative assessment;
- g) design and update control testing parameters based on updated risk assessment results;
- h) perform testing over information technology general computer controls and process controls activities;
- i) review test results for accuracy and adequacy; and
- j) assist with remediation monitoring.

II. Terms of Compensation

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

Title	Rate per hour
Partner	\$340
Senior Manager	\$270
Manager	\$235
Senior Consultant	\$205
Staff Consultant	\$155

III. Disinterestedness

In the 90 days prior to the petition date, the Debtors paid Deloitte approximately \$283,361 for consulting services rendered. In addition, Deloitte holds a prepetition claim against the Debtors for fees and services rendered for approximately \$89,636 (the "Prepetition Claim"). Subject to the Bankruptcy Court's approval of the Application, Deloitte will waive the Prepetition Claim.

IV. Indemnification

The Debtors will indemnify Deloitte from any claim arising from, related to or in connection with Deloitte's performance of the Consulting Services, except to the extent such claims arise primarily from Deloitte's gross negligence or willful misconduct.