IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Case No. 08-12606 (BLS)**
	)	
VERASUN ENERGY CORPORATION, et al.,	)	*Chapter 11*
	)	
Debtors.[1]	)	**Jointly Administered**
	)	**Related Docket Nos. 622, 699**

CERTIFIED: AS A TRUE COPY: ATTEST: DAVID D. BIRD, CLERK U.S. BANKRUPTCY COURT Deputy Clerk

ORDER: (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF (VERASUN DYERSVILLE, LLC)

This matter having come before the Court upon VeraSun Dyersville, LLC's ("Dyersville" and together with US BioEnergy Corporation, LLC, VeraSun Energy Corporation, the "Selling Debtors") and the above-captioned debtors' (together with the Selling Debtors, the "Debtors") *Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (I) Entry of an Order (A) Establishing Bidding and Auction Procedures Related to the Sale of Some or All of the Debtors' Assets; (B) Approving Bid Protections for Sale of VSE Assets; (C) Establishing Procedures for the Debtors to Enter Into Additional Stalking Horse Agreements with Bid Protections in Connection with Sale of Assets; (D) Scheduling an Auction and Sale*

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[1] The Debtors consist of: VeraSun Energy Corporation (EIN: 20-3430241); ASA Albion, LLC (EIN: 55-0907221); ASA Bloomingburg, LLC (EIN: 55-0907224); ASA Linden, LLC (EIN: 55-0907228); ASA OpCo Holdings, LLC (EIN: 68-0609122); US Bio Marion, LLC (EIN: 20-34377343); US BioEnergy Corporation (EIN: 20-1811472); VeraSun Albert City, LLC (EIN: (20-2264707); VeraSun Aurora Corporation (EIN: 40-0462174); VeraSun BioDiesel, LLC (EIN: 20-3790860); VeraSun Central City, LLC (EIN: (55-0816855); VeraSun Charles City, LLC (EIN: 20-3735184); VeraSun Dyersville, LLC (20-5765890); VeraSun Fort Dodge, LLC (EIN: 42-1630527); VeraSun Granite City, LLC (EIN: 20-5909621); VeraSun Hankinson, LLC (90-0287129); VeraSun Hartley, LLC (EIN: 20-5381200); VeraSun Janesville, LLC (EIN: 20-4420290); VeraSun Litchfield, LLC (EIN: 20-8621370); VeraSun Marketing, LLC (EIN: 20-3693800); VeraSun Ord, LLC (75-3204878); VeraSun Reynolds, LLC (EIN: 20-5914827); VeraSun Tilton, LLC (EIN: 26-1539139); VeraSun Welcome, LLC (EIN: 20-4115888); VeraSun Woodbury, LLC (20-0647425)

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Hearing for the Sale of the Debtors' Assets; (E) Permitting Credit Bidding Pursuant to Bankruptcy Code Section 363(k); (F) Establishing Certain Notice Procedures for Determining Cure Amounts; (G) Approving Form and Manner of Notice of All Procedures, Protections, Schedules and Agreements; and (H) Granting Certain Related Relief; and (II) Entry of an Order (A) Approving the Sale of Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; and (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (the "Sale Motion"),[2] dated February 6, 2009 (Doc. No. 622), for entry of an order, among other things: (i) approving the asset purchase agreement substantially in the form attached hereto as Exhibit A (as amended prior to the date of execution, the "Asset Purchase Agreement") between the Selling Debtors, and the deemed successful bidder at the Auction, RBF Acquisition III, LLC (the "Buyer"), (ii) authorizing the sale of the Acquired Assets (the "Sale") free and clear of all Interests (as defined below), (iii) authorizing the assumption, assignment and/or transfer of certain executory contracts and unexpired leases in connection therewith, and (iv) granting other related relief; and it appearing that the relief requested in the Sale Motion is in the best interests of the Selling Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Sale Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and adequate notice of the Sale Motion and opportunity for objection having been given; and this Court having entered the Bidding Procedures Order on February 20, 2009 (Doc. No. 699); and this Court having reviewed and considered the Sale Motion and the objections thereto; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Sale

[2] Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Asset Purchase Agreement (as defined below) or Sale Motion, as applicable.

Motion at a hearing before this Court on March 18, 2009 (the "Sale Hearing"); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:[3]

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014.

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[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Sale, Auction and the Cure Costs

D. Actual written notice of the Sale Hearing, the Auction, the Sale Motion, the Sale, and the assumption, assignment and/or transfer of the Assigned Contracts, and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all known interested Persons and entities entitled to receive such notice, including, but not limited to the following parties: (i) the Office of the United States Trustee; (ii) counsel to the Official Committee of Unsecured Creditors (the "Committee"); (iii) counsel to any prepetition secured lender; (iv) counsel to any provider of debtor-in-possession financing; (v) all known creditors of the Debtors; (vi) all taxing authorities and other governmental agencies having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; (viii) all Persons known or reasonably believed to have asserted an Interest on any of the Acquired Assets; (ix) the non-Selling Debtor parties to the executory contracts and unexpired leases; (x) all Persons known or reasonably believed to have expressed an interest in acquiring all or substantially all of the Acquired Assets within the last six months; (xi) the Attorney General in the State where the Acquired Assets are located; (xii) the United States Environmental Protection Agency; and (xiii) any applicable state environmental agency.

E. The Debtors published notice of the Sale, the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the Sale Motion on February 24, 2009 in the national edition of The Wall Street Journal and Sioux Falls Argus Leader.

F. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served notice upon the non-Selling Debtor parties to the executory contracts and unexpired leases: (i) that the Selling Debtors seek to assume, assign and/or transfer certain executory

contracts and unexpired leases as provided for in the Asset Purchase Agreement on the Closing Date; and (ii) of the relevant proposed Cure Costs. The service of such notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a Cure Cost for the Assigned Contracts. Each of the non-Selling Debtor parties to the executory contracts and unexpired leases has had an opportunity to object to the Cure Costs set forth in the notice.

G. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Motion regarding the sales process, including, without limitation: (i) determination of final Cure Costs; and (ii) approval and authorization to serve the Notice of Auction and Sale Hearing (as defined in the Bidding Procedures Order).

H. The Notice of Auction and Sale Hearing provided all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction.

I. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, and Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, Auction, Sale Hearing, and Sale required by the Bidding Procedures Order. The notices described above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing, Sale, or assumption, assignment and/or transfer of the Assigned Contracts is required.

J. The disclosures made by the Debtors concerning the Asset Purchase Agreement, Auction, Sale, Sale Hearing, and the assumption, assignment and/or transfer of the Assigned Contracts were good, complete and adequate.

Asset Purchase Agreement

K. In accordance with the Bidding Procedures Order, the Asset Purchase Agreement was deemed a Qualified Bid (as defined in the Bidding Procedures Order) and was eligible to participate at the Auction.

L. The Pre-Petition Lenders (as defined below) are secured creditors of Dyersville, holding valid Interests in, on and against Dyersville, its estate and property of the estate, arising in connection with that certain Credit Agreement, dated as of February 7, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pre-Petition Credit Agreement"), by and among Dyersville, the lenders party thereto (the "Pre-Petition Lenders"), and AgStar Financial Services, PCA, as Administrative Agent to the Pre-Petition Lenders (the "Agent" and, together with the Pre-Petition Lenders, the "Pre-Petition Secured Parties"). The DIP Lender (as defined below) is a secured creditor of Dyersville, holding valid Interests in, on and against Dyersville, its estate and property of the estate, arising in connection with that certain DIP Credit Agreement, dated as of January 14, 2009, by and among Dyersville and AgStar Financial Services, PCA (the "DIP Lender", together with the Pre-Petition Secured Parties, the "Pre- and Post-Petition Secured Parties"). The Pre-Petition Secured Parties hold an allowed secured claim in the aggregate amount of $88,488,990.56 (the "Allowed Pre-Petition Claim"), plus such additional amounts to the extent allowed under the DIP Order (the "Allowed DIP Claim" and together with the Allowed Pre-Petition Claim, the "Allowed Claim"), and pursuant to the Bidding Procedures were authorized to credit bid any or all of such Allowed Claim at the Auction. The Agent, on behalf of the Pre-Petition Secured Parties, and the DIP Lender will contribute a portion of the Allowed Claim to the Buyer to effectuate the Credit Bid (defined below). The Agent is authorized to make the Credit Bid of the Allowed Pre-Petition Claim on

behalf of the Pre-Petition Secured Parties and the DIP Lender is authorized to credit bid the Allowed DIP Claim.

M. Pursuant to its agreement under the Asset Purchase Agreement and Bankruptcy Code sections 363(b) and 363(k), the Buyer credit bid $70,000,000 of its Allowed Pre-Petition Claim and Allowed DIP Claim, which constituted 100% of the Allowed DIP Claim (less $780,815.67 (the amount credit bid for the US BioEnergy Corporation)) and the remainder of the Allowed Pre-Petition Claim, which credit bid was a valid and proper offer pursuant to the Bidding Procedures Order (the "Credit Bid").

Good Faith of the Buyer

N. The Buyer is not an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

O. The Buyer is purchasing the Acquired Assets in good faith and is a good faith Buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Buyer complied with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (v) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (vi) no common identity of directors or controlling stockholders exists between the Buyer, on the one hand, and the Debtors, on the other hand; and (vii) the negotiation and execution of the Asset Purchase Agreement was at arms' length and in good faith.

Highest and Best Offer

P. The Debtors conducted an auction process in accordance with, and have otherwise complied in all material respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any Person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a noncollusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Acquired Assets.

Q. The Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Selling Debtors' estates than would be provided by any other available alternative. The Selling Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Selling Debtors' business judgment.

R. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of the Bankruptcy Case. No other Person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Selling Debtors' estates than the Buyer.

S. Approval of the Sale Motion and the Asset Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Selling Debtors, their respective creditors, estates and other parties in interest.

T. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

No Fraudulent Transfer

U. The Purchase Price for the Acquired Assets constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia ((i), (ii) and (iii) collectively, "Value"), for the Acquired Assets.

V. Except as expressly set forth in the Asset Purchase Agreement, the Buyer shall have no liability or obligations for any Interest, or other obligation of or against the Selling Debtors, related to the Acquired Assets by reason of the transfer of the Acquired Assets to the Buyer. The Buyer shall not be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets, to: (1) be a successor (or other such similarly situated party) to the Debtors (other than with respect to the Assumed Liabilities and any obligations arising under the Assigned Contracts from and after the Closing Date as expressly stated in the Asset Purchase Agreement); or (2) have, *de facto* or otherwise, merged with or into the Debtors. The Buyer is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities.

Validity of Transfer

W. The Selling Debtors each have full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Selling Debtors to consummate the transactions contemplated by the Asset Purchase Agreement, except as otherwise set forth in the Asset Purchase Agreement.

X. The transfer of each of the Acquired Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Buyer with all right, title, and interest of the Selling Debtors to the Acquired Assets free and clear of all Interests accruing, arising or relating thereto any time prior to the Closing Date, except for any Permitted Encumbrances and Assumed Liabilities under the Asset Purchase Agreement.

Section 363(f) Is Satisfied

Y. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Acquired Assets to the Buyer, and the assumption, assignment and sale of the Assigned Contracts to the Buyer, were not free and clear of all Interests of any kind or nature whatsoever (except the Permitted Encumbrances and Assumed Liabilities), or if the Buyer would, or in the future could, be liable for any of such Interests.

Z. The Selling Debtors may sell the Acquired Assets free and clear of all Interests against the Selling Debtors, their estates or any of the Acquired Assets (except for the Permitted Encumbrances and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Selling Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Interests, if any, in each instance against the Selling Debtors, their estates or any of the Acquired Assets, attach to the proceeds of the Sale (net of taxes, fees and expenses incurred in effecting the Sale) ultimately attributable to the Acquired Assets in which such creditor alleges an interest, in the same order of priority, with the same

validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Selling Debtors and their estates may possess with respect thereto.

AA. As used in this Order, the term "Interest" includes, in addition to the types of claims described in paragraph BB below, the Excluded Liabilities, all liens (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code), and encumbrances, including, but not limited to, (A) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtors' or the Buyer's interest in the Acquired Assets, or any similar rights, (B) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Business prior to the Closing Date, (C) (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, causes of action, counterclaims, defenses, judgments, demands, defects, options, recoupment rights, rights of set off, rights of deduction, restrictions, limitations, charges, reclamation claims, rights of first refusal, right of first offer, or charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts, liabilities and obligations arising or accruing in any way in connection with any agreements, acts, or failures to act, of the Selling Debtors, or any of the Selling Debtors' respective predecessors or affiliates, claims (as that term is defined in section 101(5) the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement,

understanding, law, equity or otherwise, including, but not limited to, claims otherwise arising under the doctrine of successor liability, and (D) those specified in Exhibit B hereto.

BB. Except for the Assumed Liabilities and except as otherwise provided in the Asset Purchase Agreement, the transfer of the Acquired Assets to the Buyer, and assumption, assignment and/or transfer to the Buyer of the Assigned Contracts, will not subject the Buyer to any liability whatsoever with respect to the operation of the Business prior to the Closing Date, including, without limitation, any liability arising from any of the following: (i) any employment or labor agreements, consulting agreements, severance arrangements, change in control agreements or other similar agreements to which the Selling Debtors are or were a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation, any pension plan of the Selling Debtors, (iii) the cessation of the Selling Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environment liabilities, debts, claims or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any other Environmental, Health and Safety Requirements, (vi) any bulk sales or similar law, (vii) any litigation by or against the Selling Debtors and (viii) the laws of the United States, any state, territory or possession thereof, or the District of

Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability. For the avoidance of doubt, the liabilities set forth in this paragraph are included in the defined term "Interests" for all purposes herein.

Assumption, Assignment and/or Transfer of the Assigned Contracts

CC. The assumption, assignment and/or transfer of the Assigned Contracts pursuant to the terms of this Sale Order is integral to the Asset Purchase Agreement and is in the best interests of the Selling Debtors and their respective estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Selling Debtors.

DD. Pursuant to Section 365 of the Bankruptcy Code, upon payment of the Cure Costs in the amounts specified in Exhibit C, the Selling Debtors or Buyer, as applicable, shall have: (i) cured any monetary default existing prior to the Petition Date under any of the Assigned Contracts; and (ii) provided compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Petition Date under any of the Assigned Contracts.

EE. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

FF. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, and to reduce the amount of postpetition debtor-in-possession financing borne by Dyersville, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale. The Sale must be approved and consummated promptly in order to preserve the viability of the Business as a going concern.

GG. Given all of the circumstances of the Bankruptcy Case and the adequacy and fair value of the purchase price under the Asset Purchase Agreement, the proposed Sale of the Acquired Assets to the Buyer constitutes a reasonable and sound exercise of the Selling Debtors' business judgment and should be approved.

HH. The consummation of the transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363 and 365, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

II. The Sale does not constitute a de facto plan of reorganization or liquidation or an element of such a plan for the Selling Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Selling Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Selling Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies or extend debt maturities.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby and by the Asset Purchase Agreement is approved as set forth in this Sale Order.

2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the

merits or the interests of such objections have been otherwise satisfied or adequately provided for.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement, including the Credit Bid, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

4. The consideration provided by the Buyer for the Acquired Assets under the Asset Purchase Agreement, including the portion of the consideration that consisted of the Credit Bid, is fair and reasonable and shall be deemed for all purposes to constitute Value under the Bankruptcy Code or any other applicable law, and the Sale may not be avoided, or costs or damages imposed or awarded, under section 363(n), or any other provision of the Bankruptcy Code.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Selling Debtors are authorized, empowered and directed to take any and all actions necessary or appropriate to (a) consummate the Sale of the Acquired Assets to the Buyer pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (b) close the Sale as contemplated in the Asset Purchase Agreement and this Sale Order, and (c) execute and deliver, perform under, consummate, implement and close fully the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such other ancillary documents.

6. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity in the Debtors, all holders of any Claim(s) (whether known or unknown) against the Debtors, any holders of Interests against or on all or any portion of the

Acquired Assets, all non-Selling Debtor parties to Assigned Contracts and Assigned Leases, the Buyer and all successors and assigns of the Buyer, and any trustees, if any, subsequently appointed in the Debtors' Bankruptcy Case or upon a conversion to chapter 7 under the Bankruptcy Code of Debtors' cases. This Sale Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Buyer and their respective successors and assigns.

Transfer of the Acquired Assets

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Selling Debtors are authorized to transfer the Acquired Assets on the Closing Date. Notwithstanding any language in the Selling Debtors' insurance policies to the contrary (i) the Acquired Assets include all of the Selling Debtors' insurance policies acquired by the Buyer pursuant to Section 2.1(a)(xiv) of the Asset Purchase Agreement (but not those insurance policies which constitute Excluded Assets pursuant to Section 2.2(l) of the Asset Purchase Agreement) and rights and benefits thereunder and (ii) both before and after the Closing Date, the Selling Debtors shall be required to promptly remit all proceeds from such insurance policies acquired by the Buyer pursuant to Section 2.1(a)(xiv) of the Asset Purchase Agreement (but not those insurance policies which constitute Excluded Assets pursuant to Section 2.2(l) of the Asset Purchase Agreement), including unearned premiums to the Buyer. The Acquired Assets shall be transferred to the Buyer "as is where is" with all faults in accordance with the Asset Purchase Agreement upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and, upon the Selling Debtors' receipt of the Purchase Price, shall be free and clear of all Interests except any Permitted Encumbrances and Assumed Liabilities. Upon the Closing, the Buyer shall take title to and possession of the Acquired Assets subject only to any Permitted Encumbrances and Assumed Liabilities. Pursuant

to section 363(f) of the Bankruptcy Code, the transfer of title to the Acquired Assets, including but not limited to the Assigned Contracts, shall be free and clear of (a) any and all Interests (except for Assumed Liabilities and Permitted Encumbrances specifically including that portion of the Allowed Pre-Petition Claim and Allowed DIP Claim attaching to the Acquired Assets pursuant to paragraph 22 of this Order); and (b) any and all Claims including, without limitation, any and all claims pursuant to any successor or successor-in-interest liability theory; *provided, however*, that the Buyer shall not be relieved of liability with respect to the Assumed Liabilities. All Interests shall attach solely to the proceeds of the Sale (net of taxes, fees and expenses incurred in effecting the Sale) with the same validity, priority, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Selling Debtor and their estates may possess with respect thereto.

8. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Sale Order, all Persons and entities holding Interests in or against all or any portion of the Acquired Assets (other than Permitted Encumbrances and the Assumed Liabilities) arising under or out of, in connection with, or in any way relating to the Selling Debtors, the Acquired Assets, the operation of the Selling Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Buyer, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyer or its successors or assigns, their property or the Acquired Assets, such Persons' or entities' Interests in and to the Acquired Assets. On the Closing Date, the Buyer shall be authorized to execute, on behalf of each creditor, such documents and take all other actions as may be necessary to release Interests (except the Permitted Encumbrances) on the Acquired Assets, if any, as provided for herein, as such Interests may have been recorded or may otherwise exist. The transactions authorized herein shall be of full force and effect, regardless of the Selling Debtors' lack of good standing in any

jurisdiction in which the Selling Debtors are formed or authorized to transact business. Upon consummation of the transactions set forth in the Asset Purchase Agreement, the Buyer shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

9. All Persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Selling Debtors to sell and transfer the Acquired Assets to the Buyer in accordance with the terms of the Asset Purchase Agreement and this Sale Order.

10. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of the Interests of record except the Permitted Encumbrances.

11. If any Person or entity which has filed statements or other documents or agreements evidencing Interests on, interests in, all or any portion of the Acquired Assets shall not have delivered to the Selling Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all Interests, which the Person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Buyer is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such Person or entity with respect to the Acquired Assets.

12. This Sale Order is and shall be binding upon and govern the acts of all Persons and entities, including, without limitation, all filing agents, filing officers, title agents, title

companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other Persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

Assigned Contracts

13. Upon the Closing of the Sale, the Selling Debtors are authorized and empowered to assume, assign and/or transfer each of the Assigned Contracts to the Buyer free and clear of all Interests, as described herein, except for Assumed Liabilities and Permitted Encumbrances. The payment of the applicable Cure Costs (if any) by the Selling Debtors or Buyer (as applicable) in the amounts specified in Exhibit C hereof shall (a) effect a cure of all defaults existing thereunder as of the Petition Date and (b) compensate for any actual pecuniary loss to such non-Selling Debtor party resulting from such default. The Buyer shall then have assumed the Assigned Contracts and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Selling Debtors to the Buyer of such Assigned Contracts shall not be a default thereunder. After the payment of the relevant Cure Costs in the amounts specified in Exhibit C hereof, neither the Selling Debtors nor the Buyer shall have any further liabilities to the non-Selling Debtor parties to the Assigned Contracts other than the Buyer's obligations under the Assigned Contracts under the Asset Purchase Agreement that accrue and become due and payable on or after the Closing Date. Notwithstanding anything herein to the contrary, the Buyer shall have the right, in its sole discretion, to elect not to assume any of the Assigned Contracts in Exhibit C at

any time prior to Closing. Likewise, the Buyer shall have the right, in its sole discretion, to add any additional executory contract as an Assigned Contract at any time prior to Closing. In the event that Buyer elects to add any executory contract as an Assigned Contract, Buyer shall submit to the Court prior to Closing an agreed upon order setting forth such Assigned Contract(s) and the corresponding Cure Costs therefor. In the event that the parties to the additional Assigned Contracts are unable to agree on the appropriate Cure Costs for the additional Assigned Contract(s), the Selling Debtors and the Buyer reserve the right to seek a hearing before this Court to determine the appropriate Cure Costs.

14. Any provisions in any Assigned Contracts that restrict, prohibit or condition the assignment of such Assigned Contracts or allow the party to such Assigned Contracts to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Selling Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Selling Debtors under the Assigned Contracts.

15. Upon the Closing, the Buyer shall be deemed to be substituted for the Selling Debtors as a party to the applicable Assigned Contracts and the Selling Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

16. Upon the payment of the applicable Cure Costs in the amounts specified in Exhibit C hereof, the Assigned Contracts will remain in full force and effect, and no default shall

exist under the Assigned Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

17. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

18. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer or the Selling Debtors as a result of the assumption, assignment and/or transfer of the Assigned Contracts. The failure of the Selling Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Selling Debtors' and Buyer's rights to enforce every term and condition of the Assigned Contracts.

19. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all non-Selling Debtor parties to the Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Selling Debtors or the Buyer any assignment fee, default, breach or claim or pecuniary loss arising under or related to the Assigned Contracts existing as of the Petition Date or any assignment fee or condition to assignment arising by reason of the Closing.

20. Notwithstanding the provisions of the Asset Purchase Agreement, on or prior to the Closing, Buyer and the Selling Debtors (with consent of Buyer) may (i) include within the definition of Acquired Assets, and exclude from the definition of Excluded Assets, any Contract of the Selling Debtors not previously included in the Acquired Assets so long as the non-Selling Debtors party to such Contract has consented and/or the Bankruptcy Court shall have approved the assumption and assignment of such Contract to Buyer, and (ii) exclude from the definition of Acquired Assets, and include in the definition of Excluded Assets, any Contract of any Selling Debtor previously included in the Acquired Assets so long as prompt written notice of such exclusion is provided to the non-Selling Debtor party to such Contract.

Credit Bid; DIP Payoff

21. The Agent shall be, and hereby is, authorized to credit bid, directly or through the Buyer, the Allowed Pre-Petition Claim on behalf of the Pre-Petition Secured Parties. The DIP Lender, directly or through the Buyer, shall be, and hereby is authorized to Credit Bid the Allowed DIP Claim.

22. Upon the Closing Date: (a) the Allowed DIP Claim against Dyersville and Dyersville's estate shall be deemed reduced to $0 and the Allowed Pre-Petition Claim against Dyersville and Dyersville's estate shall be deemed reduced to an amount equal to the difference between (i) the Allowed Pre-Petition Claim and (ii) the difference between (A) the amount of the Credit Bid and (B) the Allowed DIP Claim (less $780,815.67) (the "Deficiency Claim"); (b) Dyersville shall be authorized to use cash collateral or advances under the DIP Credit Agreement to fund, without duplication, the following segregated accounts to be maintained by Dyersville following the Closing Date (with the funds in each account being used solely for the types of expenses described for each such account), which accounts shall not constitute proceeds of the Sale (but with the amounts in such accounts being distributed as set forth in paragraph 23 below): (i) the amount of accrued, but unpaid, fees and expenses of the Debtors' and the Committee's professionals set forth in the DIP Budget (as defined in the DIP Order) attached to the DIP Order through and including the Closing Date regardless of the occurrence of the Loan Payment Date (as defined in the DIP Order) (the "Pre-Closing Date Professional Fees") plus, to the extent Dyersville's Allocable Share (as defined in the DIP Order) of the actual professional fees exceeds the amount budgeted therefor in the DIP Budget attached to the DIP Order, Dyersville's Allocable Share of such excess professional fees up to the amount of the Carve-Out (as defined in the DIP Order) (the "Professional Fee Account"); (ii) the amount of accrued and unpaid administrative expenses other than the Pre-Closing Date Professional Fees set forth in the

DIP Budget attached to the DIP Order through and including the Closing Date regardless of the occurrence of the Loan Payment Date (the "Wind-Down Account"); and (iii) an amount equal to any disputed and/or unpaid Cure Costs (the "Cure Costs Account"; collectively with the Professional Fee Account and the Wind Down Account, the "Accounts"); and (c) after funding of the Accounts, unless otherwise agreed in writing between the DIP Lender, Buyer and Dyersville, other than obligations that specifically survive termination pursuant and to the extent provided in the DIP Credit Agreement, such as any indemnification obligations, the DIP Credit Agreement shall be terminated.

23. Pursuant to section 363 of the Bankruptcy Code, Dyersville shall be authorized to: (a) pay Pre-Closing Date Professional Fees from the Professional Fee Account as may be permitted by order of this Court, (b) make disbursements from the Wind Down Account; and (c) pay (i) undisputed Cure Costs from the Cure Cost Account on or as soon as reasonably practicable after the Closing Date, and (ii) disputed Cure Costs from the Cure Cost Account upon entry of an order approving any disputed Cure Costs or agreement by the parties. To the extent any proceeds remain in the (i) Professional Fee Account after final Court approval and payment of all Pre-Closing Date Professional Fees or (ii) Cure Costs Account after payment of all undisputed Cure Costs and/or final Court approval or agreement and payment of disputed Cure Costs, then any such excess shall be paid by Dyersville to the Buyer. Dyersville shall maintain detailed records of all payments made from each Account, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, Dyersville's books and records.

Resolutions to Certain Objections

24. On March 9, 2009, Fagen, Inc. ("Fagen") filed an Objection to the Sale Motion (the "Fagen Sale Objection," Doc. No. 798) objecting to the disposition of any proceeds pending

a final determination of the validity, extent and priority of Fagen's Mechanic's Lien Claims (as defined in the Fagen Sale Objection). In resolution of Fagen's objection to the disbursement of proceeds relating to the sale of assets owned by VeraSun Janesville, LLC, VeraSun Dyersville, LLC and VeraSun Hankinson, LLC, Fagen shall receive $9,797,917.38 in immediately available funds on the Closing Date (the "Fagen Payment"). Notwithstanding anything in this Order to the contrary, including any exhibits thereto, upon the full and final honoring of the Fagen Payment, (1) Fagen shall terminate all mechanic's liens of record against VeraSun Janesville, LLC, VeraSun Dyersville, LLC and VeraSun Hankinson, LLC; and (2) Fagen shall be deemed to have consented to the assumption and assignment of the following contracts by Buyer: (a) Lump Sum Design-Build Expansion Agreement dated April 24, 2006 between Fagen and Platte Valley Fuel Ethanol, LLC, predecessor-in-interest to VeraSun Central City, LLC, (b) Lump Sum Design-Build Agreement dated September 22, 2006 between Fagen and US Bio Dyersville, LLC, predecessor-in-interest to VeraSun Dyersville, LLC, (c) Lump Sum Design-Build Agreement dated September 22, 2006 between US Bio Hankinson, LLC, predecessor-in-interest to VeraSun Hankinson, LLC, (d) Lump Sum Design-Build Agreement dated September 22, 2006 between Fagen and US Bio Janesville, LLC, predecessor-in-interest to VeraSun Janesville, LLC, (e) Lump Sum Design-Build Agreement dated January 6, 2006 between Fagen and Val-E Ethanol, LLC, predecessor-in-interest to VeraSun Ord, LLC, and (f) Standard Form of Agreement Between Owner and Design-Builder – Lump Sum dated August 26, 2005 between Fagen and Superior Corn Products, LLC, predecessor-in-interest to VeraSun Woodbury, LLC. The foregoing resolution shall in no way affect the Fagen Sale Objection as it relates to VeraSun Aurora Corporation, VeraSun Welcome, LLC, VeraSun Hartley, LLC and US Bio Marion, LLC.

25. Certain of Debtors' sureties have filed objections asserting that bonds underlying assets to be sold in connection with or in furtherance of this Order (the "Surety Bonds") are not transferable and seeking that the Debtors segregate the proceeds of any sales to fund obligations underlying the Surety Bonds. The Debtors acknowledge and agree, and in recognition thereof

this Court so finds, that the Surety Bonds are not transferable and therefore shall not be transferred in connection with any sale conducted in accordance with this Order. The Debtors and their sureties further agree, and this Court so finds, that, notwithstanding the terms of this Order or any asset purchase agreement relating thereto, nothing herein or therein shall be deemed to alter, modify or limit the rights of the Debtors or their sureties under applicable bankruptcy or non-bankruptcy law as it pertains to the Surety Bonds or the obligations relating thereto.

Other Provisions

26. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to this Court with respect to a specific matter, all Persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, its successors and assigns, or the Acquired Assets, with respect to any (a) Interest (other than an Assumed Liability or a Permitted Encumbrance) arising under, out of, in connection with or in any way relating to the Debtors, the Buyer, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors or assigns, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Buyer, its successors, assets or properties; (iii) creating, perfecting or enforcing any Interest against the Buyer, its successors or assigns, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Buyer or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or

other orders of this Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

27. Except for the Permitted Encumbrances and Assumed Liabilities or as otherwise expressly set forth in this Sale Order or the Asset Purchase Agreement, the Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Asset Purchase Agreement, the Buyer and its employees, officers, directors, advisors, lenders, affiliates, owners, successors and assigns shall not be liable for any claims against the Debtors or any of their respective predecessors or affiliates, and the Buyer and its employees, officers, directors, advisors, lenders, affiliates, owners, successors and assigns shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing. The Buyer has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Interest. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Buyer, which releases shall be deemed to have been given in

favor of the Buyer by all holders of Interests against or interests in the Selling Debtors or any of the Acquired Assets.

28. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption, assignment and/or transfer of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Buyer is a good faith Buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and granted, the full protections of section 363(m) of the Bankruptcy Code.

29. Buyer is hereby authorized in connection with consummation of the Asset Purchase Agreement to allocate the Acquired Assets and Assigned Contracts (subject to the terms thereof) among its affiliates, designees, assignees, and/or successors in a manner as it in its discretion deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Acquired Assets or the rights under any Assigned Contract (subject to the terms thereof) to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the Asset Purchase Agreement, and the Debtors shall cooperate with and take all actions reasonably requested by Buyer to effectuate any of the foregoing.

30. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) this Bankruptcy Case, (b) any subsequent chapter 7 case into which any such Bankruptcy Case may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order.

31. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Sale Order shall be effective immediately upon entry and the Selling Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

32. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

33. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

34. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

35. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Selling Debtors' estates.

36. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any of the Debtors is a party or which has been assigned by the Selling Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

37. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

38. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Sale Motion in this Bankruptcy Case, the terms of this Sale Order shall govern.

39. To the extent there are any inconsistencies between the terms of this Sale Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

Dated: April 6, 2009
Wilmington, Delaware

BRENDAN LINEHAN SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Asset Purchase Agreement

EXECUTION COPY

ASSET PURCHASE AGREEMENT

DATED AS OF April 2, 2009

BY AND AMONG

RBF ACQUISITION III, LLC,

VERASUN ENERGY CORPORATION,

US BIOENERGY CORPORATION

AND

VERASUN DYERSVILLE, LLC

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EXHIBITS

Exhibit A	Form of Bill of Sale
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 2, 2009 (the "Effective Date"), by and among **RBF Acquisition III, LLC**, a Delaware limited liability company ("Buyer"), **VeraSun Energy Corporation**, a South Dakota corporation (the "Company"), **US BioEnergy Corporation**, a South Dakota corporation ("US Bio"), and **VeraSun Dyersville, LLC**, an Iowa limited liability company ("Dyersville," and together with the Company and US Bio, the "Sellers"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article 1.

RECITALS

WHEREAS, Sellers are engaged in the business of producing ethanol and its co-products, including distillers grains, at the Facility (such business, as conducted by Sellers, the "Business");

WHEREAS, US Bio is a direct wholly-owned subsidiary of the Company and Dyersville is an indirect wholly-owned subsidiary of the Company;

WHEREAS, on October 31, 2008 (the "Petition Date"), the Company and its direct and indirect subsidiaries (including US Bio and Dyersville) filed a voluntary petition for relief (each a "Filing" and, together, the "Filings") commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers desire to sell to Buyer all of the Acquired Assets, and Buyer desires to purchase from Sellers all of the Acquired Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Assets pursuant to Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the execution and delivery of this Agreement and the Sellers' ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of an Order of the Bankruptcy Court under, *inter alia*, Sections 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"637 Registrations" has the meaning set forth in Section 7.9.

"Accounts Receivable" means, with respect to Dyersville, all accounts receivable, trade accounts and other rights to payment (including overdue accounts receivable) arising in connection with the sale of goods or the rendering of services by Dyersville (or a predecessor) and the full benefit of all security for such accounts receivable, trade accounts or rights to payment (including overdue accounts receivable),

including any other miscellaneous accounts receivable of Dyersville (or a predecessor), and any claim, remedy or other right of Dyersville (or a predecessor) related to any of the foregoing.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Action" means any legal action, suit or arbitration, or any inquiry, proceeding (including any civil, criminal, administrative or appellate proceeding), hearing, audit or investigation, brought, conducted or heard by or before any court or other Governmental Authority.

"Affiliate" of any particular Person means any other Person or Persons controlling, controlled by, or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract, or otherwise.

"Agreement" has the meaning set forth in the introductory paragraph.

"Alcohol Fuel Permits" has the meaning set forth in Section 7.9.

"Allocation Arbiter" has the meaning set forth in Section 3.3.

"Allocation Schedule(s)" has the meaning set forth in Section 3.3.

"Assigned Contracts" means (i) the Contracts listed or described in Schedule 1.1(a) (as amended prior to the Closing in accordance with Section 2.3(b), or as otherwise amended by Buyer prior to the Closing to add Contracts relating primarily to the Business, in its sole discretion; *provided, however*, that the Cure Costs associated with any such Contracts added by Buyer to Schedule 1.1(a) after the Effective Date shall not be included for purposes of calculating the Cure Cost Limit in accordance with Section 2.3(b)) and (ii) any Contracts that arise in the ordinary course of business after the date hereof and are entered into in accordance with Section 7.2.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Avoidance Actions" means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

"Bankruptcy Case" means the cases commenced by Sellers under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, styled *In re VeraSun Energy Corporation, et al.*, jointly administered under Case No. 08-12606 (BLS), and pending before the Bankruptcy Court.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 *et seq.*

"Benefit Plan" has the meaning set forth in Section 5.11.

"Bill of Sale" means the bill of sale substantially in the form attached hereto as **Exhibit A**.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized by law to close.

"Buyer" has the meaning set forth in the introductory paragraph.

"Capitalized Leases" means any unexpired capitalized leases for real property under which Dyersville is a lessee (or the equivalent).

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" means the date and time as of which the Closing occurs as set forth in Section 4.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the introductory paragraph.

"Contract" means any agreement, contract, obligation, promise, license, note, lease or undertaking (whether written or oral) that is legally binding.

"Copyrights" means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

"Credit Agreement" means that certain Master Loan Agreement (as amended, supplemented or otherwise modified prior to the date hereof), dated as of November 15, 2005, by and among Dyersville and the DIP Lender pursuant to which the DIP Lender made loans and other extensions of credit to Dyersville from time to time, which loans and other Loan Obligations (as defined in the Credit Agreement) were secured by first priority liens on, among other things, the assets of Dyersville.

"Credit Bid and Release" has the meaning set forth in Section 3.1(b).

"Cure Costs" means amounts that must be paid pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code, to cure all monetary defaults under the Assigned Contracts as set forth in the Sale Order.

"Cure Costs Limit" has the meaning set forth in Section 2.3(b).

"Deeds" means the deeds transferring title to the Owned Real Property to be delivered pursuant to Section 4.3(a).

"DIP Budget" shall have the meaning ascribed to it in the DIP Order, as amended from time to time, including through variance waivers by the DIP Lender.

"DIP Credit Agreement" means that certain Senior Secured Superpriority Debtor in Possession Credit Agreement (as amended, supplemented or otherwise modified prior to the date hereof), dated January 14, 2009, by and between Dyersville and the DIP Lender pursuant to which the DIP Lender made loans and other extensions of credit to Dyersville from time to time, which loans and other Postpetition Obligations (as defined in the DIP Credit Agreement) were secured in part by first priority liens on, among other things, the assets of Dyersville.

"DIP Order" means that certain Final Order (I) Authorizing Debtors to Use Cash Collateral and Obtain Secured Postpetition Financing from AgStar Financial Services, PCA, Pursuant to Sections 363 and 364 of the Bankruptcy Code, and (II) Providing Adequate Protection to Prepetition Lenders Pursuant to Sections 361, 363 and 364 of the Bankruptcy Code entered by the Bankruptcy Court on February 10,

2009 pursuant to which AgStar Financial Services, PCA provided post-petition financing to the Dyersville.

"DIP Lender" means AgStar Financial Services, PCA.

"Documents" means all books, records, files, invoices, Inventory records, product specifications, advertising materials, employment records, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books, plans, specifications, studies, surveys, maps, drawings, analysis, reports, training materials, ownership and operating manuals, credit records of customers, correspondence with Governmental Authorities and modeling, testing and monitoring data and reporting, notifications and plants relating to environmental health and safety matters (including, in each case, all data and other information stored on discs, tapes or other media).

"Dyersville" has the meaning set forth in the introductory paragraph.

"Effective Date" has the meaning set forth in the introductory paragraph.

"Encumbrance" means any charge, lien, claim, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, judgment, conditional sale or other similar restriction of any kind or nature.

"Environmental, Health and Safety Laws" has the meaning set forth in Section 5.5(a).

"Equipment" means all furniture, trade fixtures, equipment, computers, machinery, vehicles, apparatus, appliances, implements, signage, supplies and all other tangible personal property of every kind and description owned by Dyersville, including spare parts.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning set forth in Section 5.11.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Facility" means the dry mill ethanol plant located near Dyersville, Iowa including the Owned Real Property on which such facility is located and all buildings, structures, improvements, easements and other property related thereto.

"Facility Employee" means any employee who is employed at the Facility immediately prior to the Closing.

"Filing" and "Filings" have the respective meanings set forth in the recitals.

"Final Order" means an action taken or order issued by the applicable Governmental Authority as to which no stay of the action or order is in effect.

"Finished Ethanol" means 190 proof ethanol, 200 proof ethanol and denatured ethanol.

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental authority or regulatory or administrative authority or any court, tribunal or judicial body having jurisdiction.

"Governmental Authorization" means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"Hazardous Substance" means any "pollutant," "contaminant," "hazardous waste," "hazardous material" or "hazardous substance" under any Environmental, Health and Safety Laws.

"House Marks" means the following Trademarks: (i) VERASUN; (ii) the VeraSun logo; and (iii) the slogan AMERICA'S SOURCE FOR RENEWABLE FUELS, as owned and used by the Sellers and their Affiliates.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the relevant rules and regulations thereunder.

"Intellectual Property" means, with respect to any Seller, all intellectual property and proprietary rights of any kind, including the following: (i) Trademarks; (ii) Patents; (iii) Copyrights; (iv) Trade Secrets; (v) computer software, computer programs, and databases (whether in source code, object code or other form); and (vi) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

"Inventory" means (i) all Finished Ethanol stored at the Facility; (ii) all Work in Progress; (iii) all Finished Ethanol produced at the Facility and in transit via truck or railcar; (iv) all corn stored at the Facility; (v) all corn stored at third-party facilities, but only to the extent such corn is exclusively for use at the Facility; (vi) all dry distillers grain and wet distillers grain located at the Facility; and (vii) all yeast, enzymes, chemicals and denaturant located at the Facility.

"Knowledge" means, with respect to any matter in question, in the case of each Seller, the actual knowledge of any of the individuals listed on Schedule 1.1(b) with respect to such matter, including facts of which such individuals should be aware in the reasonable prudent exercise of their duties and after due inquiry.

"Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

"Liability" means any debt, losses, claim, damage, demand, fine, judgment, penalty, liability or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Material Adverse Effect" means a material adverse change in or material adverse effect on the Acquired Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the Filings; (ii) the execution and delivery of this Agreement or the announcement thereof or the pendency or consummation of the transactions contemplated hereby; (iii) geopolitical conditions or any outbreak or escalation of hostilities or acts of terrorism or war; (iv) any hurricane, tornado, flood, earthquake or other natural disaster; (v) changes in (or proposals to change) Legal Requirements or accounting regulations or principles; (vi) any action contemplated by this Agreement or taken at the

request of Buyer; (vii) changes in prices or costs of commodities or supplies; (viii) failure of any Seller to meet any internal or published projections, forecasts, estimates or predictions in respect of financial or operating metrics; or (ix) any motion, application, pleading or Order filed under or in connection with the Bankruptcy Case; and (b) any change or effect generally applicable to (i) the industries and markets in which any Seller operates or (ii) economic or political conditions or the securities or financial markets in any country or region, *provided, however,* that in the case of clauses (b)(i) and (b)(ii), only to the extent such change or effect does not affect the Business or Acquired Assets, taken as a whole, in a disproportionate manner relative to the other participants in the industries and markets in which the Business operates.

"Order" means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

"Owned Real Property" has the meaning set forth in Section 5.4(a).

"Party" or "Parties" means, individually or collectively, Buyer, the Company, US Bio and Dyersville.

"Patents" means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

"Periodic Taxes" has the meaning set forth in Section 8.1(b).

"Permits" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances and Orders.

"Permitted Encumbrances" means: (i) easements, leases, reservations, or other rights of others in, or minor defects and irregularities in title that do not materially impair the use of, the encumbered property or assets for the purposes for which they are held; (ii) any Encumbrance or privilege vested in any lessor, licensor or permittor for rent or other obligations solely related to the period after the Closing; (iii) licenses of or other grants of rights to use Intellectual Property entered into in the ordinary course of business that do not materially impair the conduct of the Business; (iv) Encumbrances, title exceptions or other imperfections of title caused by or resulting from the acts of Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees; (v) liens for Taxes not yet due and payable; and (vi) Encumbrances set forth on Schedule 1.1(c).

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

"Petition Date" has the meaning set forth in the recitals.

"Phase-Out Period" has the meaning set forth in Section 2.7.

"Pre-Paid Expenses" means all deposits and prepaid charges and expenses of Dyersville as of the Closing Date to the extent primarily related to the Business, including (i) security deposits with third party suppliers, vendors or service providers, ad valorem taxes and lease and rental payments (other than in connection with any Excluded Assets), (ii) rebates, (iii) refunds, (iv) tenant reimbursements and (v) pre-payments, and in each case, the rights thereto.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

"Professional" means any Person retained by Sellers or a statutory committee of unsecured creditors in the Bankruptcy Case pursuant to an Order of the Bankruptcy Court under Sections 327, 363 and 1103 of the Bankruptcy Code.

"Professional Fees" means fees and disbursements of Professionals relating to services rendered or expenses incurred after the Petition Date.

"Purchase Price" has the meaning set forth in Section 3.1.

"Real Property" means the Owned Real Property.

"Release" means any past or present spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance into the environment.

"Representative" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Sale Order" means an Order of the Bankruptcy Court approving this Agreement and the transactions contemplated hereby.

"Sellers" has the meaning set forth in the introductory paragraph.

"Subsidiary" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors or similar managing body.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, levy or other governmental charge or assessment or deficiency thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any transferee or successor liability (by law, contract or otherwise) in respect of any items described in clause (i) above.

"Tax Refunds" has the meaning set forth in Section 2.1(a)(x).

"Tax Return" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information)

filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names, Internet domain names and any other similar designations of source of goods or services, whether registered or unregistered, and registrations and pending applications to register the foregoing, and all goodwill related to or symbolized by the foregoing.

"Trade Secrets" means trade secrets and other confidential and proprietary business information (including confidential and proprietary manufacturing and production processes and techniques, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, and methodologies.

"Transaction Documents" means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

"Transfer" has the meaning set forth in Section 2.9.

"Transfer Taxes" has the meaning set forth in Section 8.1(a).

"Treasury Regulations" means the regulations promulgated by the U.S. Treasury Department pursuant to the Code.

"Trustee Fees" means the fees payable by Sellers to the United States Trustee pursuant to 28 U.S.C. § 1930.

"US Bio" has the meaning set forth in the introductory paragraph.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, any similar Legal Requirement, and the rules and regulations thereunder.

"Work in Progress" means all unfinished ethanol (or ethanol components) still involved in the production process (i.e., not Finished Ethanol) and located in fermentation devices, distillation devices, piping or elsewhere within the Facility, as well as all grains and grain products still involved in the production process (i.e., not yet ready to be marketed as dry, modified or wet distillers grains), located anywhere and used in the Business.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ means U.S.

dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number only include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" or "Article" are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, and Buyer shall purchase, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest of Sellers in, to or under the following (collectively, the "Acquired Assets"):

(a) all of the properties and assets of Sellers (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, to the extent owned, leased, licensed, used or held for use primarily in or relating primarily to the Business, as the same shall exist on the Closing Date, including all right, title and interest of Sellers in, to or under:

(i) Inventory;

(ii) Equipment;

(iii) the Assigned Contracts;

(iv) the Owned Real Property;

(v) all Permits held by, or otherwise used by, Dyersville and pending applications therefor;

(vi) the Pre-Paid Expenses;

(vii) all goodwill associated with the Business;

(viii) all Accounts Receivable;

(ix) all cash and cash equivalents of Dyersville, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits;

(x) any claim, right or interest of Dyersville in or to any refund, rebate, abatement or other recovery for Taxes not already received or utilized (collectively, "Tax Refunds") payable to Dyersville, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) ending on or before the Closing Date; *provided*, that Buyer shall at its own cost be responsible for obtaining, and Dyersville shall cooperate in good faith in obtaining, all such Tax Refunds;

(xi) all rights, claims, credits, causes of action or rights of set off against Persons other than Dyersville relating to the Acquired Assets or the Business (including, for the avoidance of doubt, those arising under, or otherwise relating, to the Assigned Contracts) or Assumed Liabilities, including rights under vendors' and manufacturers' warranties, indemnities, guaranties other than (A) Avoidance Actions and (B) other avoidance claims and causes of action under applicable state law;

(xii) any counterclaims, setoffs or defenses that Sellers may have with respect to any Assumed Liabilities;

(xiii) to the extent assignable, any bonds, obligations or other instruments of indebtedness owed to Dyersville;

(xiv) to the extent assignable or transferable in accordance with the terms and conditions of the applicable insurance policies, applicable law or the Sale Order, (A) all of Dyersville's insurance policies and rights and benefits thereunder (including, without limitation, (1) all rights pursuant to and proceeds from such insurance policies, including unearned premiums, and (2) all claims, demands, proceedings and causes of action asserted by Dyersville under such insurance policies relating directly to any Acquired Asset or Assumed Liability) and (B) any letters of credit related thereto;

(xv) to the extent reasonably practicable, all telephone, telex and telephone facsimile numbers and other directory listings relating exclusively to the Facility; and

(xvi) all other or additional privileges, rights and interests associated with the Acquired Assets described in this Section 2.1(a) of every kind and description and wherever located to the extent that they are used or intended for use primarily in connection with the Business as presently being operated.

(b) to the extent available and permitted by applicable Legal Requirements, all Documents that relate primarily to any of the Acquired Assets specified in Section 2.1(a) or the Business, *provided* that Sellers may retain one copies of such Documents.

2.2 Excluded Assets. The Acquired Assets shall not include any of the following (collectively, the "Excluded Assets"):

(a) the Purchase Price delivered to Sellers pursuant to this Agreement;

(b) all Intellectual Property of Sellers (other than any Intellectual Property rights granted to, or obtained by, Sellers pursuant to any Assigned Contract);

(c) all Capitalized Leases;

(d) any shares of capital stock or other equity interest of any Seller or any Seller's Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller or any Seller's Subsidiaries;

(e) all cash and cash equivalents of the Company and US Bio, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits

(f) all minute books, stock ledgers, corporate seals and stock certificates of Sellers;

(g) any Contract that is not an Assigned Contract;

(h) all Permits and pending applications therefor other than those specified in Section 2.1(a)(v);

(i) any Avoidance Actions;

(j) the membership units of Big River Resources Grinnel, LLC, an Iowa limited liability company, owned by US Bio;

(k) any claim, right or interest of the Company or US Bio in or to any refund, rebate, abatement or other recovery for Taxes payable to the Company or US Bio, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) ending on or before the Closing Date;

(l) the Executive Liability and Entity Securities Liability Policy issued by Federal Insurance Company (Chubb) to the Company, Policy Number 6804-6508 and the Excess Executive Liability Policies issued by St. Paul Mercury Insurance Company (Travelers), Policy Number EC06900746; National Union Fire Insurance Company of Pittsburgh, Pa. (AIG), Policy Number 00-600-06-79; Underwriters at Lloyd's, London, Policy Number B066465107A08; and, Old Republic Insurance Company, Policy Number CUG 32421 to the Company, including any and all claims, demands, proceedings and causes of action asserted by Sellers under such insurance policies;

(m) any properties or assets of Sellers not related primarily to, used primarily in or held for use primarily in the Business; and

(n) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (collectively, the "Assumed Liabilities") and no others:

(a) all Liabilities under the Assigned Contracts relating to events or circumstances first arising and accruing after the Closing Date, other than those described in Section 2.3(b);

(b) all Cure Costs; *provided, however*, that in the event the Parties determine after the Effective Date and prior to the Closing that the Cure Costs of the Assigned Contracts set forth on Schedule 1.1(a) on the Effective Date exceed $650,000 in the aggregate (the "Cure Costs Limit"), Buyer may amend Schedule 1.1(a) to remove one or more Contracts listed thereon in order to reduce Buyer's aggregate Liability under this Section 2.3(b) by an amount such that the Cure Costs of the Contracts on Schedule 1.1(a), as amended, are as close to as reasonably practicable, but not in excess of, the Cure Cost Limit;

(c) Sellers' Liability for Taxes to the extent provided in Section 8.1;

(d) (i) Dyersville's Liability for accrued, but unpaid Professional Fees and Trustee Fees through the Closing Date, in each case only to the extent that such Professional Fees or Trustee Fees are set forth in the DIP Budget, plus, to the extent the amount exceeds the amount budgeted therefore in the DIP Budget, Dyersville's Allocable Share (as defined in the DIP Order) of such excess Professional Fees and Trustee Fees up to the amount of the Carve-Out (as defined in the DIP Order), and (ii) the amount of accrued and unpaid administrative expenses, other than the Professional Fees and Trustee Fees described in clause (i), set forth in the DIP Budget through and including the Closing Date; and

(e) Sellers' Liability for mechanics liens on the Facility with priority over the DIP Lender under the DIP Credit Agreement and the lenders under the Credit Agreement.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities"), including the following Liabilities:

(a) all Liabilities of Sellers relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with the Excluded Assets;

(b) other than the Liabilities described in Section 2.3(b) and except to the extent that the Liabilities are assumed pursuant to Section 2.3(d),, all Liabilities under each Assigned Contract to the extent based on facts and circumstances arising or accruing on or prior to the Closing Date;

(c) except to the extent that the Liabilities are assumed pursuant to Section 2.3(d), any and all Liabilities relating to any environmental, health or safety matter (including any Liability

or obligation under any Environmental Law), arising out of or relating to Sellers' operation of the Business or its leasing, ownership or operation of real property on or prior to the Closing Date no matter when raised;

(d) all Liabilities relating to noncompliance with Permits, Governmental Authorizations, Environmental Health and Safety Laws, and other Legal Requirements that occurred on or before the Closing;

(e) except to the extent that the Liabilities are assumed pursuant to Section 2.3(d), any indebtedness for borrowed money of any Seller and all guarantees of third party obligations by any Seller and reimbursement obligations to guarantors of any Seller's obligations under letters of credit;

(f) except to the extent that the Liabilities are assumed pursuant to Section 2.3(c) or Section 2.3(d), all Taxes imposed (i) on the Business or the Acquired Assets that are properly attributable to any tax period (or portion thereof) ending on or before the Closing Date, and (ii) on Sellers regardless of whether attributable to a taxable period ending prior to, on or after the Closing Date ;

(g) except to the extent that the Liabilities are assumed pursuant to Section 2.3(d), all Liabilities of any Seller to any former or current employee (including any Facility Employee), including (i) for salary, wages, commissions, bonus, severance, vacation pay, holiday pay and any other employee payroll obligations (including accrued payroll Taxes); arising out of acts or omissions with respect to any Benefit Plan, employee practices or programs, including employee claims of wrongful discharge or discrimination, (ii) severance liabilities, (iii) obligations of any Seller under employment contracts, (iv) any change of control amounts payable to any employees as a result of the transactions contemplated by this Agreement and (v) all Liabilities that may arise under the WARN Act as a result of the transactions contemplated in this Agreement, including all such Liabilities to any employee employed by Sellers at the Facility immediately prior to the Closing;

(h) except to the extent that the Liabilities are assumed pursuant to Section 2.3(d), drafts or checks outstanding at the Closing;

(i) except to the extent that the Liabilities are assumed pursuant to Section 2.3(d), obligations under any futures contracts, options on futures, swap agreements or forward sale agreements entered into by any Seller; and

(j) except to the extent that the Liabilities are assumed pursuant to Section 2.3, any other Liabilities arising out of or in connection with events occurring prior to the Closing Date, regardless of when raised.

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assigned Contracts to Buyer, and Buyer shall assume all Assigned Contracts from Sellers, as of the Closing Date pursuant to Section 365 of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, Buyer shall pay and discharge all Cure Costs.

(b) To the maximum extent permitted by the Bankruptcy Code, the Acquired Assets shall be assumed by and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in an Order or this Agreement, as applicable.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of Buyer or Sellers thereunder. If with respect to any Acquired Asset such consent is not obtained or such assignment is not attainable pursuant to Sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure to pay Cure Costs that are not Assumed Liabilities, then such Acquired Asset shall not be transferred hereunder and the Closing shall proceed with respect to the remaining Acquired Assets without any reduction in the Purchase Price. In the case of licenses, certificates, approvals, authorizations, Permits and pending applications therefo, Contracts and other commitments included in the Acquired Assets (i) that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, at Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer in endeavoring to obtain such consent and, if any such consent is not obtained, Sellers shall, following the Closing, at Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, cooperate with Buyer in all reasonable respects to provide to Buyer the benefits thereof in some other manner, or (ii) that are otherwise not transferable or assignable (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, following the Closing, at Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with Buyer to provide to Buyer the benefits thereof in some other manner (including the exercise of the rights of Sellers thereunder); *provided* that nothing in this Section 2.5(b) shall (x) require Sellers to make any expenditure or incur any obligation on their own or on behalf of Buyer or (y) prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

2.6 Covenant Not to Sue. The Parties acknowledge that certain Trade Secrets owned by Sellers exist in the Facility or in the knowledge of the individuals employed at the Facility as of the Closing Date. Sellers shall not challenge Buyer's or its Affiliates' use of such Trade Secrets for any purpose. Buyer acknowledges that Sellers may use or permit others to use such Trade Secrets for any purpose, and Buyer shall not challenge such use.

2.7 Trademark Phase-Out License. Sellers hereby grant to Buyer, effective as of the Closing Date, a non-exclusive, royalty free license to use the House Marks for a period of one (1) year after the Closing Date (the "Phase-Out Period") solely for phase-out purposes in connection with the Acquired Assets. Buyer shall not hold itself out as having any affiliation with Sellers or any of their Affiliates. By no later than the end of the Phase-Out Period, Buyer shall cease to make any use of any House Marks and any Trademarks related thereto or containing or comprising the foregoing, including any Trademarks confusingly similar thereto or dilutive thereof. In furtherance thereof, as soon as practicable but in no event later than the end of the Phase-Out Period, Buyer shall remove, strike over, or otherwise obliterate all House Marks from all Acquired Assets, including any displays, signs, Real Property, vehicles, business cards, schedules, stationery, packaging materials, promotional materials, manuals, forms, websites, email, computer software and other materials and systems. Any use by Buyer or its Affiliates of any of the House Marks as permitted in this Section 2.7 is subject to their use of the House Marks in a form and manner, and with standards of quality, of that in effect for the House Marks as of the Closing Date. Buyer and its Affiliates shall not use the House Marks in a manner that may reflect negatively on such marks or on Sellers or their Affiliates. Buyer and its Affiliates shall indemnify and hold harmless Sellers and any of their Affiliates for any claims arising from or relating to the use by Buyer or any of its Affiliates of the House Marks pursuant to this Section 2.7.

2.8 Further Assurances. In furtherance and not in limitation to the rights and obligations set forth in Section 7.3, at the Closing, and at all times thereafter as may be necessary, Sellers shall execute and deliver to Buyer such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Buyer good and indefeasible title to the Acquired Assets free and clear of all Encumbrances other than Permitted Encumbrances and to comply with the purposes and intent of this Agreement and such other instruments as shall be reasonably necessary or appropriate to evidence the assignment by Sellers and assumption by Buyer of the Assigned Contracts and to effectuate the transfer of the Permits and pending applications specified in Section 2.1(a)(v), and each of the Sellers, on the one hand, and Buyer, on the other hand, shall use its reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, and execute and deliver such documents and other papers, as may be required to consummate the transactions contemplated by this Agreement; *provided* that nothing in this Section 2.8 shall prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

2.9 Permits. Sellers have agreed, subject to the terms and conditions of this Agreement and to the extent permitted by any applicable Legal Requirement, to assign, convey, transfer, deliver and grant the right to use ("Transfer") to Buyer the Permits and pending applications specified in Section 2.1(a)(v). Buyer, on the one hand, and Sellers, on the other hand, shall take all appropriate actions reasonably necessary to provide or submit any notifications, forms, requests, applications or other reasonably necessary documents in order to notify, or obtain any consents, approvals or waivers from, any applicable Governmental Authorities or other Person, necessary to facilitate the Transfer of, or, if not able to be Transferred, re-issuance of, any of the Permits and pending applications specified in Section 2.1(a)(v). As soon as reasonably practical after the Closing, Buyer shall prepare and file such documents, and Sellers shall, if and to the extent reasonably necessary and where appropriate, execute or otherwise grant consent for such documents. Without limiting the foregoing, as required by the Environmental, Health and Safety Laws or reasonably requested by Buyer after the Closing, Sellers shall fully cooperate with Buyer to allow Buyer to Transfer each of the Permits and pending applications specified in Section 2.1(a)(v). Sellers shall promptly provide Buyer with all information or written documents reasonably necessary to assist in the Transfer. In the event that any Permit or pending application specified in Section 2.1(a)(v) is not able to be Transferred, and Buyer needs such Permit in order to conduct or operate the Business, Buyer shall use its commercially reasonable efforts and make every good faith attempt (and Sellers shall cooperate with Buyer) to obtain an equivalent Permit, and Sellers shall provide any consent reasonably necessary to authorize the use by Buyer of such Permit. Buyer agrees to indemnify, defend and hold Sellers harmless from any and all Liabilities arising out of any third-party claims resulting from Buyer's use of any Permits in accordance with the preceding sentence of this Section 2.9. The Parties acknowledge and agree that that nothing in this Section 2.9 shall (x) require Sellers to make any expenditure or incur any obligation on their own or on behalf of Buyer or (y) prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price (the "Purchase Price") for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Acquired Assets shall consist of:

(a) the assumption of the Assumed Liabilities; and

(b) the release of Sellers and any guarantors (and their respective successors and assigns) under the DIP Credit Agreement and Credit Agreement, respectively, of any and all Liabilities arising under, or otherwise relating to the DIP Credit Agreement and the Credit Agreement

in an amount equal to $70,000,000 (collectively, the "Credit Bid and Release"), which shall be apportioned between a portion of the debt outstanding under the DIP Credit Agreement and the Credit Agreement in an amount designated by Buyer prior to the Closing;

provided that the Credit Bid and Release shall be reduced dollar-for-dollar to the extent that Buyer assumes any portion of the indebtedness outstanding under the Credit Agreement.

3.2 Discharge of Assumed Liabilities After Closing. Buyer shall pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

3.3 Allocation of Purchase Price. Within seventy-five (75) days after the Closing, Buyer shall deliver to Sellers for Sellers' review and approval allocation schedule(s) (the "Allocation Schedule(s)") allocating the Purchase Price, including the Assumed Liabilities that are liabilities for federal income Tax purposes, among the Acquired Assets. The Allocation Schedule(s) shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. The approval of the Allocation Schedule(s) by Sellers shall not be unreasonably withheld, and in the event that Sellers shall have objections to all or any portion of the Allocation Schedule(s) then, on or before the twentieth (20th) Business Day following their receipt of the Allocation Schedule(s) from Buyer as herein provided, Sellers shall deliver to Buyer a written objection to such Allocation Schedule(s), which written objection shall set forth in reasonable detail the basis for the objections of Sellers thereto. In the event that Sellers shall deliver to Buyer a written objection to the Allocation Schedule(s) in accordance with this Section 3.3, Sellers and Buyer shall thereafter work in good faith to resolve any and all objections set forth therein and, upon such resolution. If Sellers and Buyer are unable to resolve any material differences with regard to the allocation of the Purchase Price within fifteen (15) Business Days after Sellers' delivery of such written objection, then any disputed matters will be finally and conclusively determined by an independent certified public accounting firm or independent certified appraisal firm (the "Allocation Arbiter") mutually agreed upon by Buyer and Sellers (such agreement not be unreasonably withheld or delayed by Buyer or Sellers). Buyer and Sellers shall instruct the Allocation Arbiter to promptly, but not later than thirty (30) days after its acceptance of appointment, determine (based solely upon representations of Buyer and Sellers and not by independent review) only those matters in dispute and render a written report as to the disputed matters and the resulting allocation. Such a determination by the Allocation Arbiter shall, absent manifest error, be conclusive and binding on the Parties. The Allocation Arbiter's fees and expenses shall be borne equally by Buyer, on the one hand, and Sellers, on the other hand. Buyer and Sellers will each file IRS Forms 8594, and all Tax Returns, in accordance with the Allocation Schedule(s) that are established pursuant to the terms of this Section 3.3. Sellers, on the one hand, and Buyer, on the other hand, each agrees to provide the other promptly with any other information required to complete IRS Forms 8594. Neither Buyer nor any Seller shall take any Tax position inconsistent with such Allocation Schedule(s) and neither Buyer nor any Seller shall agree to any proposed adjustment based upon or arising out of Allocation Schedule(s) by any Governmental Authority without first giving the other party prior written notice; *provided, however*, that nothing contained herein shall prevent Buyer or any Seller from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the Allocation Schedule(s), and neither Buyer nor any Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of such Allocation Schedule(s).

ARTICLE 4
CLOSING

4.1 Closing Date. Upon the terms and subject to the conditions hereof, the closing of the sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated hereby (the

"Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois no later than the third (3rd) Business Day following the date on which the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions), or at such other place or time as Buyer and Seller may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

4.2 Buyer's Deliveries. At the Closing, Buyer shall deliver to Sellers:

(a) the Purchase Price, in the form of the Credit Bid and Release (including documentation reasonably acceptable to Sellers evidencing reduction of indebtedness in the amount of such Credit Bid and Release);

(b) the Bill of Sale, duly executed by Buyer;

(c) executed counterparts of one or more contract assignment and assumption agreements with respect to each of the Assigned Contracts, in substantially the form attached hereto as **Exhibit B**, assigning to Buyer all of Sellers' right, title and interest in and to such Assigned Contracts;

(d) each other Transaction Document to which Buyer is a party, duly executed by Buyer;

(e) the certificates of Buyer to be received by Sellers pursuant to Sections 10.1 and 10.3;

(f) a copy of Buyer's certificate of formation, certified as of a recent date by the Secretary of State of the State of Delaware;

(g) a certificate of good standing of Buyer issued as of a recent date by the Secretary of State of the State of Delaware;

(h) a certificate of any authorized manager or member (if Buyer is a member managed limited liability company) of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Sellers, as to (A) there having been no amendments to the certificate of formation of Buyer since the date of the certified certificate of formation delivered pursuant to Section 4.2(f); (B) Buyer's authorization to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (C) incumbency and signatures of the managers or members executing the Transaction Documents; and

(i) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request to transfer and assign the Assumed Liabilities to Buyer.

4.3 Sellers' Deliveries. At the Closing, Sellers shall deliver to Buyer:

(a) the Bill of Sale, the Deeds and each other Transaction Document to which any Seller is a party, duly executed by the applicable Seller;

(b) executed counterparts of the contract assignment and assumption agreement(s) referenced in Section 4.2(c);

(c) with respect to the Owned Real Property, any existing surveys, legal descriptions and title policies that are in the possession of Sellers;

(d) a certified copy of the Sale Order;

(e) the certificates of Sellers to be received by Buyer pursuant to Sections 9.1 and 9.2;

(f) certificates executed by each Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code; and

(g) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request to vest in Buyer all the right, title and interest of Sellers in, to or under any or all the Acquired Assets.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Buyer as follows, except as disclosed in the schedules attached hereto:

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Seller has the requisite corporate or limited liability company power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Sellers are duly qualified or licensed to do business and are in good standing in each jurisdiction where the character of the business or the nature of their properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

5.2 Authority; Validity; Consents. Each Seller has, subject to requisite Bankruptcy Court approval, the requisite corporate or limited liability company power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which such Seller is a party and to consummate the transactions contemplated hereby and thereby, and, subject to requisite Bankruptcy Court approval, the execution, delivery and performance of this Agreement and such other Transaction Documents by such Seller and the consummation by such Seller of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate or limited liability company action. This Agreement has been duly and validly executed and delivered by each Seller and each other Transaction Document required to be executed and delivered by such Seller at the Closing will be duly and validly executed and delivered by such Seller at the Closing. Subject to requisite Bankruptcy Court approval, this Agreement and the other Transaction Documents constitute, with respect to each Seller, the legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to requisite Bankruptcy Court approval, except (a) as required to comply with the HSR Act, (b) for entry of the Sale Order and (c) for notices,

filings and consents required in connection with the Bankruptcy Case, Sellers are not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby, except for such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a material effect on the Sellers' ability to operate the Business in the ordinary course.

5.3 No Conflict. When the consents and other actions described in Section 5.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any material obligation of Sellers under (a) any Order or (b) any Legal Requirement, except as would not, individually or in the aggregate, have a material effect on the Sellers' ability to operate the Business in the ordinary course.

5.4 Real Property.

(a) Schedule 5.4(a)-1 lists, as of the Effective Date, all real property which is owned by Dyersville (collectively, the "Owned Real Property"). No Seller, with respect to the Business, is a lessor or lessee of any real property.

(b) Except as set forth on Schedule 5.4, Sellers have not received written notice of, and, to Sellers' Knowledge, there is no threatened (i) condemnation, eminent domain, expropriation or similar Proceeding affecting the Real Property, (ii) Proceeding to change the zoning classification of any portion of the Real Property or (iii) imposition of any special assessments for public betterments affecting the Real Property, which in the case of each of clauses (i), (ii) and (iii) would have, individually or in the aggregate, a Material Adverse Effect.

(c) Except as set forth on Schedule 5.4, the Real Property used by Sellers, and the present uses of the Real Property by Sellers, are in compliance with, and not in default under or in violation of, any building, zoning, land use, public health, public safety, sewage, water, sanitation or other comparable Legal Requirement, except for such instances of noncompliance, default or violation that would not, individually or in the aggregate, have a Material Adverse Effect..

5.5 Environmental and Health and Safety Matters. Except as set forth on Schedule 5.5, or as would not, individually or in the aggregate, give rise to or materially increase an Assumed Liability:

(a) the current operations of the Business comply with, and are not subject to any Order that is not generally applicable to Persons engaged in a business similar to the Business with respect to, any Legal Requirements concerning environmental, health or safety matters ("Environmental, Health and Safety Laws"), and no Seller has received notice, either written or to Sellers' Knowledge otherwise, alleging that the activities of the Business are in violation of any Environmental Health and Safety Laws;

(b) to Sellers' Knowledge, there has been no Release of any Hazardous Substances that requires reporting under applicable Environmental, Health and Safety Laws at, on or under any of the Real Property, and none of such properties has been used by any Person as a landfill or storage, treatment or disposal site for any type of Hazardous Substance or non-hazardous solid wastes as defined under the Resource Conservation and Recovery Act of 1976, as amended;

(c) Dyersville has obtained all Permits needed for the ownership of the Acquired Assets and operation of the Business as currently operated under applicable Environmental, Health and Safety Laws and Dyersville is in compliance with all material conditions of such Permits, the Permits have not expired, and Dyersville has timely applied to renew all such Permits. There is no Proceeding pending or, to Sellers' Knowledge, threatened that would reasonably be expected to result in the termination, revocation, suspension or restriction of, or the loss of any benefit to which Dyersville would obtain from, any Permit needed for the ownership of the Acquired Assets and operation of the Business as currently operated under applicable Environmental, Health and Safety Laws or the imposition of any fine, penalty or other sanctions for violation of any applicable law relating to such Permit; and

(d) Sellers have made available or provided Buyer with copies of all material documents, records and information in Sellers' possession concerning the condition of the environment at any of the Real Property, whether generated by Sellers or others, including environmental audits and environmental site assessments.

5.6 Title to Acquired Assets; Sufficiency of Assets.

(a) Immediately prior to Closing, Sellers will have, and, upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 4.3, and subject to the terms of the Sale Order and Section 2.5, Sellers will thereby transfer to Buyer, good title to, or, in the case of property leased or licensed by Sellers, a valid leasehold or licensed interest in, all of the Acquired Assets, free and clear of all Encumbrances, except (a) as set forth on Schedule 5.6(a), (b) for the Assumed Liabilities and (c) for Permitted Encumbrances.

(b) Except as set forth on Schedule 5.6(b), to Sellers' Knowledge, the Acquired Assets, together with Sellers' agreements under this Agreement and the other Transaction Documents, will, as of the Closing Date, constitute all of the material assets and rights necessary for Buyer to conduct the Business substantially as it is currently conducted by Sellers.

5.7 Taxes. Except as set forth on Schedule 5.7, Dyersville has timely filed all material Tax Returns required to be filed with the appropriate Governmental Authority in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted, or to be obtained on behalf of, Dyersville) and all such Tax Returns are accurate and complete in all material respects. Except as set forth on Schedule 5.7, Dyersville has timely paid all material Taxes due and payable, there are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the Acquired Assets, and all material Taxes that Dyersville has been required to collect or withhold have been duly collected or withheld and, to the extent required by law, have been timely paid to the proper Governmental Authority. Except as set forth on Schedule 5.7, Sellers have not made an election to treat any Acquired Assets as owned by another Person or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code or under any comparable provision of state or local law. Except as set forth on Schedule 5.7, (a) no examination of any such Tax Return of Dyersville are currently in progress by any Governmental Authority and there are no Proceedings scheduled or in progress with respect to Taxes of Dyersville; (b) no material adjustment or deficiency has been proposed in writing or assessed with respect to any such Tax Returns or Taxes of Dyersville for the last five (5) fiscal years by any Governmental Authority; and (c) no material claim has been made in writing within the last five (5) years by any Governmental Authority in a jurisdiction where Dyersville does not file Tax Returns to the effect that such filings may be required with respect to all or any portion of the Acquired Assets by that jurisdiction.

5.8 Legal Proceedings. Except for the Bankruptcy Case and as set forth on Schedule 5.8, as of the Effective Date, there is no material Proceeding, Action or Order pending, outstanding or, to Sellers' Knowledge, threatened against Dyersville or the Acquired Assets, that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby, or which could give rise to or materially increase an Assumed Liability.

5.9 Compliance with Legal Requirements; Permits. Except as set forth in Schedule 5.9 and except as would not, individually or in the aggregate, have a Material Adverse Effect, Dyersville is not in violation of any Legal Requirement applicable to the operation of the Business and holds all Permits required for Sellers to conduct the Business as it is currently conducted. Other than the Permits described in Section 2.1(a)(v), the 637 Registrations and the Alcohol Fuel Permits, no other material Permits are required for the ownership of the Acquired Assets or the operation of the Business as it is currently conducted. Notwithstanding the foregoing, this Section 5.9 shall not apply to employment matters, employee benefits matters, Intellectual Property, Taxes or environmental and health and safety matters, which are the subject exclusively of the representations and warranties in Section 5.10, Section 5.11, Section 5.12, Section 5.7 and Section 5.5, respectively.

5.10 Employment Matters.

(a) There are no collective bargaining agreements to which Dyersville is a party relating to any Facility Employee. There is no pending or, to Sellers' Knowledge, threatened, strike, slowdown, picketing, work stoppage, and there is no pending application for certification of a collective bargaining agent involving Sellers and any Facility Employee.

(b) There are no Persons employed by Dyersville or any of its Affiliates (whether full-time or part-time) as of the Effective Date who primarily work at the Facility other than the Facility Employees. Schedule 5.10(b) is a complete list of all Facility Employees as of the Effective Date, specifying their position, status and date of hire. None of the Facility Employees is subject to any sort of employment agreement, whether written or oral.

5.11 Employee Benefits. Schedule 5.11 sets forth a true and complete list of each material (a) deferred compensation plan, (b) incentive compensation plan, (c) equity compensation plan, (d) "welfare" plan, fund or program (within the meaning of Section 3(1) of ERISA), (e) "pension" plan, fund or program (within the meaning of Section 3(2) of ERISA) (f) "employee benefit plan" (within the meaning of Section 3(3) of ERISA, (g) employment (other than offer letters entered into in the ordinary course of the Business), termination, severance or "change in control" agreement and (h) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by any Seller or by any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA (an "ERISA Affiliate"), or to which any Seller or any ERISA Affiliate is party, for the benefit of any Facility Employee (each such plan, whether or not material, is referred to herein as a "Benefit Plan"). No Benefit Plan is subject to Title IV of ERISA and no Seller has any liability contingent or otherwise under Title IV of ERISA.

5.12 Dyersville's Intellectual Property.

(a) Other than (i) Intellectual Property included in the Excluded Assets, (ii) any Intellectual Property rights granted or obtained by Dyersville pursuant to any Assigned Contract and (iii) any Intellectual Property rights granted or obtained by Dyersville pursuant to certain platform applications maintained at the Company with respect to procurement, ordering, receiving, payment and maintenance, Dyersville is not the owner or licensee of any Intellectual Property, nor is it a party

to any material Contract pursuant to which Dyersville is granted or obtains the right to use any software or databases that are included in or comprise any such Intellectual Property, except for off the shelf software and licenses implied in the sale of such software or data bases of any Intellectual Property.

(b) Except as disclosed on Schedule 5.12(b) and except as would not, individually or in the aggregate, have a Material Adverse Effect, to Sellers' Knowledge, (i) the conduct of the Business by Dyersville as currently conducted (including the products and services currently sold or provided by Dyersville) does not infringe or otherwise violate any Person's intellectual property rights, and no such claims are pending or threatened in writing against Dyersville, and (ii) no Person is infringing or otherwise violating any Intellectual Property owned by Dyersville, and no such claims are pending or threatened in writing against any Person by Dyersville.

5.13 Assigned Contracts. Each Assigned Contract listed or described in Schedule 1.1(a) is in full force and effect and is a valid and binding obligation of each Seller party thereto and, to Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, in each case except (a) as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity, (b) as set forth on Schedule 5.13 and (c) as would not, individually or in the aggregate, have a Material Adverse Effect. After giving effect to entry of the Sale Order and payment of applicable Cure Costs, (i) no Seller will be in breach or default of its obligations under any such Assigned Contract, (ii) no condition exists that with notice or lapse of time or both would constitute a default by any Seller under any such Assigned Contract and (iii) to Sellers' Knowledge, no other party to any such Assigned Contract is in material breach or default thereunder, except in the case of clauses (i), (ii) and (iii) for any breaches or defaults that would not, individually or in the aggregate, have a Material Adverse Effect.

5.14 Brokers or Finders. Sellers have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable, and Sellers shall indemnify and hold harmless Buyer from any claims with respect to any such fees or commissions, in each case except to the extent that such fees, commissions and other similar payments constitute Assumed Liabilities.

5.15 Insurance. Sellers maintain sufficient insurance with reputable insures for the Business, including all properties and assets of the Sellers primarily related to the Business, against all risks normally insured against, and in amounts normally carried, by Sellers in the ordinary course of Business.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

6.1 Organization and Good Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Authority; Validity; Consents. Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions

contemplated herein have been duly and validly authorized by all requisite limited liability company actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a party will be duly and validly executed and delivered by Buyer at the Closing. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Except as required to comply with the HSR Act, Buyer is not and will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party or the consummation or performance of any of the transactions contemplated hereby or thereby.

6.3 No Conflict. When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture, or other instrument to which it is bound, (b) the certificate of formation or limited liability company agreement of Buyer, (c) any Order or (d) any Legal Requirement.

6.4 Availability of Funds. Buyer has, and at the Closing will have, sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

6.6 Brokers or Finders. Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which any Seller is or will become liable, and Buyer shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

ARTICLE 7
ACTION PRIOR TO THE CLOSING DATE

7.1 Investigation of the Business by Buyer. After the Effective Date and prior to the Closing Date, Sellers shall (a) afford Buyer and its authorized Representatives access, during normal business hours, to the offices, properties, key employees, outside accountants, agreements and other documentation and financial records (including computer files, retrieval programs and similar documentation) with respect to the Business, the Acquired Assets and the Assumed Liabilities to the extent Buyer reasonably deems necessary, and permit Buyer and its authorized Representatives to make copies of such materials, *provided* that any such access to employees of the Company (other than those located at the Facility) shall be coordinated through Mark Dickey prior to Buyer and its authorized Representatives being afforded such access, (b) furnish to Buyer or its authorized Representatives such additional information concerning the Acquired Assets, the Business and the Assumed Liabilities as shall be reasonably requested by Buyer or its authorized Representatives and (c) use commercially reasonable efforts to cause its key employees, outside accountants and outside counsel to cooperate with Buyer in its investigation. Notwithstanding

anything herein to the contrary, no such access, information or cooperation shall be permitted or required to the extent that it would require Sellers to disclose information subject to attorney-client privilege.

7.2 Operations Prior to the Closing Date. Sellers covenant and agree that, except (i) as contemplated by this Agreement, (ii) as disclosed in Schedule 7.2 or any other Schedule as of the date hereof, (iii) with the prior written consent of Buyer (which consent shall not be unreasonably withheld or delayed) and (iv) as otherwise required by Legal Requirements, after the Effective Date and prior to the Closing Date:

(a) Sellers shall:

(i) carry on the Business in the ordinary course, taking into account Sellers' status as debtors in possession;

(ii) maintain their books, accounts and records in accordance with past custom and practice;

(iii) use commercially reasonable efforts, taking into account Sellers' status as debtors in possession, to (A) retain Company employees who are in good standing and are either necessary to conduct the Business as it is currently being conducted or are otherwise identified as persons needed to provide transition services after the Closing, (B) retain Facility Employees who are in good standing, and (C) maintain their relationships with and preserve for the Business the goodwill of their key suppliers and customers;

(iv) use commercially reasonable efforts, taking into account Sellers' status as debtors in possession, to (A) comply in all material respects with all applicable laws with respect to the conduct of the Business, (B) comply in all material respects with contractual obligations applicable to or binding upon them pursuant to Assigned Contracts and (C) maintain in full force and effect all Permits specified in Section 2.1(a)(v) or as otherwise required for the ownership of the Acquired Assets or the operation of the Business as it is currently conducted;

(v) use commercially reasonable efforts, taking into account Sellers' status as debtors in possession, to cause any of their current property insurance policies with respect to the Facility or any of the other Acquired Assets not to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement, policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect; and

(vi) use commercially reasonable efforts, taking into account Sellers' status as debtors in possession, to maintain in full force and effect the existence of all material Intellectual Property owned by Sellers and necessary to provide transition services to Buyer in accordance with the terms of this Agreement.

(b) Sellers shall not:

(i) sell, lease (as lessor), transfer or otherwise dispose of, or mortgage or pledge, or voluntarily impose or suffer to be imposed, any Encumbrance (other than Assumed Liabilities and Permitted Encumbrances) on any of the Acquired

Assets;

(ii) fail to maintain the Acquired Assets in their present condition, reasonable wear and tear excepted;

(iii) amend any of the Assigned Contracts or any Contract included in the Acquired Assets other than non-material amendments made in the ordinary course;

(iv) cease to operate or maintain the Facility in a manner consistent with past practice (after the Petition Date);

(v) grant to any Facility Employee any increase in compensation except in the ordinary course of Sellers' business and consistent with past practice;

(vi) set aside or pay any dividend or other distribution (including cash dividends or cash distributions) in respect of any ownership interests in Dyersville, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any such ownership interests *provided, however*, that nothing in this Section 7.2(b)(vi) shall in any manner limit any Seller's payment of distribution of cash to the extent provided in the DIP Budget; or

(vii) enter into any agreement or commitment to take any action prohibited by this Section 7.2.

7.3 HSR Act; Reasonable Best Efforts.

(a) Subject to Section 7.3(c), as soon as reasonably practicable (and, in any event, within five (5) Business Days) following Buyer's execution and delivery of this Agreement, Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission and the Department of Justice, and request early termination of the waiting period under the HSR Act. Buyer, on the one hand, and Sellers, on the other hand, shall promptly respond to any requests for additional information in connection with such filings and shall take all other actions necessary to cause the waiting periods under the HSR Act to terminate or expire at the earliest practicable date after the date of filing. Buyer shall be responsible for payment of the applicable filing fee under the HSR Act, but not Sellers' costs and expenses (including attorneys' fees and other legal fees and expenses) associated with the preparation of Sellers' portion of any antitrust filings.

(b) In addition to the actions to be taken under Section 7.3(a), Sellers, on the one hand, and Buyer, on the other hand, shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using all reasonable best efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied, (ii) the obtaining of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, (iii) the defending of any Proceedings challenging this Agreement or the consummation of the transaction contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed, (iv) the taking of all

reasonable acts necessary to effectuate the Transfer of the Permits and pending applications specified in Section 2.1(a)(v), and (v) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(c) Sellers, on the one hand, and Buyer, on the other hand, (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, Buyer, on the one hand, and Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

7.4 Bankruptcy Court Approval.

(a) The Parties acknowledge that this Agreement and the sale of the Acquired Assets and the assumption and assignment of the Assigned Contracts are subject to Bankruptcy Court approval. The Parties acknowledge that (i) to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest and otherwise best offer possible for the Acquired Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as required by the Bankruptcy Court, and (ii) Buyer must provide adequate assurance of future performance under the to-be-assigned leases and executory Contracts.

(b) In the event an appeal is taken or a stay pending appeal is requested, from the Sale Order, Sellers shall immediately notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.

(c) From and after the Effective Date and to the extent Buyer is the Successful Bidder at the Auction, Sellers shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.

7.5 [Reserved].

7.6 Communications with Customers and Suppliers. Prior to the Closing, Buyer shall not, and shall cause its Affiliates and Representatives not to, contact, or engage in any discussions or otherwise communicate with, any of Sellers' customers, suppliers and other Persons with which Sellers' have material commercial dealings without obtaining the prior consent of Sellers.

7.7 Information Technology Services. The Company shall, from the Closing Date until April 30, 2009, provide Buyer with limited information technology services to support the Business. Such services shall include (a) keeping T-1 lines open for, among other things, email and phone communication, (b) information technology support from the Company's employees, and (c) Company employee assistance to enable Buyer to access the Company's server, historical data and records, but shall not include hardware support, integration, application development, management, help desk and other items that the Company is not providing to the Business on the Effective Date. The Company will allocate a maximum of twenty-five percent (25%) of the time of four (4) of its employees to provide the services described in this Section 7.7. Buyer shall pay the Company a nonrefundable fee of $8,100 at the Closing for the services described in this Section 7.7. Buyer may terminate the services described in this Section 7.7 upon ten (10) days' prior written notice to the Company. Notwithstanding the foregoing, (i) nothing in this Section 7.7 shall be construed to require the Company to hire or continue the employment of any person, (ii) the fact that employees of the Company are not available to render the assistance requested hereunder due to termination of such employees shall not constitute a breach of this Section 7.7 and (iii) the services described in this Section 7.7 shall not include any requirement that any Company employees perform operation type activities at the Facility.

7.8 Letters of Credit. On the Closing Date or as soon thereafter as is practicable, Buyer shall use commercially reasonable efforts to (a) replace any letters of credit that secured any Seller's obligations relating to the Business and (b) cause such letters of credit to be returned to Sellers with no drawings having been made thereunder since the Closing Date.

7.9 637 Registrations; Alcohol Fuel Plant Permits. As soon as practicable following the Effective Date, Buyer shall file all applications and undertake all necessary activities to obtain (i) from the U.S. Internal Revenue Service or its successor the excise tax registrations under Section 4041 of the Code (applied for under IRS Form 637 and commonly referred to as "637 Registrations") necessary for Buyer or its agents to sell Finished Ethanol and (ii) from the U.S. Department of the Treasury's Alcohol and Tobacco Tax and Trade Bureau or the successor thereto the alcohol fuel plant permits ("Alcohol Fuel Permits") necessary for Buyer or its agents to manufacture Finished Ethanol.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Any sales, use, property transfer or gains, documentary, stamp, registration, recording or similar Tax payable in connection with the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code ("Transfer Taxes") shall be borne by Buyer. Sellers and Buyer shall use reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Acquired Assets from any such Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes; provided, however, that in the event any such Tax Return requires execution by Sellers, Buyer shall prepare and deliver to Sellers a copy of such Tax Return at least five days before the due date thereof, and Sellers shall promptly execute such Tax Return and deliver it to Buyer, which shall cause it to be filed. Buyer shall provide reimbursement for any Tax described in this Section 8.1(a) that is paid by Sellers.

(b) All real and personal property Taxes and similar ad valorem obligations levied with respect to the Acquired Assets, whether imposed or assessed before or after the Closing Date ("Periodic Taxes"), that are payable after the Closing Date or payable on or before the Closing Date as set forth on Schedule 8.1(b), shall be borne by Buyer. Buyer shall be responsible for preparing and filing any and all Tax Returns required to be filed after the Closing Date with respect to Periodic Taxes; *provided, however*, that such Tax Returns shall, to the extent they relate to a taxable period included in the period ending with and including the Closing Date, be subject to the approval of Sellers, which approval shall not be unreasonably withheld or delayed.

(c) Buyer and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Acquired Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claims, suit or proceeding relating to any Tax; *provided, however*, that neither Buyer nor any Seller shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1(c) shall be borne by the Party requesting it.

(d) Buyer and Sellers hereby waive compliance with all "bulk sales," "bulk transfer" and similar laws that may be applicable with respect to the sale and transfer of any or all of the Acquired Assets to Buyer.

8.2 Payments Received. Sellers and their Affiliates, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which properly belongs to the other and will account to the other for all such receipts.

8.3 Adequate Assurance and Performance. With respect to each Assigned Contract, Buyer shall use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of each such Assigned Contract. Buyer and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's and Sellers' Representatives available to testify before the Bankruptcy Court.

8.4 Post-Closing Books and Records and Personnel. For seven (7) years after the Closing Date (or such longer period as may be required by any Governmental Authority or ongoing claim), (a) Buyer shall not dispose of or destroy any of the business records and files of the Business and (b) Buyer shall allow Sellers (including, for clarity, any trust established under a chapter 11 plan of Sellers or any other successors of Sellers) and any of their Representatives reasonable access during normal business hours, and upon reasonable advance notice, to all employees and files of Buyer and its Subsidiaries and any books and records and other materials included in the Acquired Assets for purposes relating to the Bankruptcy Case, the wind-down of the operations of Sellers, the functions of any such trusts or successors, or other reasonable business purposes, and Sellers (including any such trust or successors) and such Representatives shall have the right to make copies of any such files, books, records and other materials.

8.5 No Other Representations or Warranties.

(a) Buyer acknowledges that, except for the representations and warranties contained in Article 5, neither Sellers nor any other Person on behalf of Sellers makes any express or implied representation or warranty with respect to Sellers (including representations and warranties as to the condition of the Acquired Assets) or with respect to any information provided by or on behalf of Sellers to Buyer.

(b) In connection with investigation by Buyer, Buyer has received or may receive from Sellers certain projections, forward-looking statements and other forecasts and certain business plan information. Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Buyer shall have no claim against anyone with respect thereto. Accordingly, Buyer acknowledges that Sellers make no representation or warranty with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans).

8.6 Acquired Assets "AS IS"; Buyer's Acknowledgment Regarding Same. Buyer agrees, warrants and represents that (a) Buyer is purchasing the Acquired Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Buyer's own investigation of the Acquired Assets and (b) neither Sellers nor any real estate broker or other Representative of Sellers has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Acquired Assets, any part of the Acquired Assets, the financial performance of the Acquired Assets or the business of Sellers, or the physical condition of the Acquired Assets. Buyer further acknowledges that the consideration for the Acquired Assets specified in this Agreement has been agreed upon by Sellers and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Acquired Assets "AS IS" and "WITH ALL FAULTS". Buyer agrees, warrants and represents that, except as set forth in this Agreement, Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE ACQUIRED ASSETS.

ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

9.1 Accuracy of Representations. (a) Each of the representations and warranties of Sellers contained in Article 5 that is qualified by "materiality" or "Material Adverse Effect" or other similar materiality qualifications shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for such representations and warranties that expressly speak as of a date certain, which shall remain true and correct in all respects as of such date, and (b) each of the representations and warranties of Sellers contained in Article 5 that is not qualified by "materiality" or "Material Adverse Effect" or other similar materiality qualifications shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for such representations and warranties that expressly speak only as of a date certain, which shall remain true and correct in all material respects as of such date.

9.2 Sellers' Performance. Sellers shall have performed and complied with in all material respects the covenants and agreements that each Seller is required to perform or comply with pursuant to this Agreement at or prior to the Closing, and Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

9.4 Governmental Authorizations. Any applicable waiting period under the HSR Act shall have expired or been terminated.

9.5 Sellers' Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.3 shall have been so delivered.

9.6 Sale Order. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

Sellers' obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

10.1 Accuracy of Representations. (a) Each of the representations and warranties of Buyer contained in Article 6 that is qualified by "materiality" or "material adverse effect" or other similar materiality qualifications shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for such representations and warranties that expressly speak as of a date certain, which shall remain true and correct in all respects as of such date, and (b) each of the representations and warranties of Buyer contained in Article IV that is not qualified by "materiality" or "material adverse effect" or other similar materiality qualifications shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except for such representations and warranties that expressly speak only as of a date certain, which shall remain true and correct in all material respects as of such date.

10.2 Sale Order in Effect. The Sale Order shall have been entered and the Sale Order shall have become a Final Order.

10.3 Buyer's Performance. Buyer shall have performed and complied with in all material respects the covenants and agreements that Buyer is required to perform or comply with pursuant to this Agreement at or prior to the Closing, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.4 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and which has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

10.5 Governmental Authorizations. Any applicable waiting period under the HSR Act shall have expired or been terminated.

10.6 Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered.

ARTICLE 11
TERMINATION

11.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

(a) by either Sellers or Buyer:

(i) if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the transactions contemplated hereby;

(ii) by mutual written consent of Sellers and Buyer; or

(iii) by either Sellers or Buyer by written notice to the other if the Closing shall not have occurred on or before April 30, 2009 through no fault of (i) Buyer, in the case of notice from Buyer, or (ii) Sellers, in the case of notice from Sellers;

(b) by Buyer:

(i) in the event of any breach by Sellers of any of Sellers' agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied) and the failure of Sellers to cure such breach within fourteen (14) days after delivery of notice from Buyer specifying particularly such breach; *provided*, that such breach is capable of being cured; *provided further*, *however*, that in the event that any breach shall have been cured before the termination of the fourteen (14) day cure-period, at the election of Buyer the Closing Date shall be extended by the number of days actually elapsed before the cure of such breach; or

(ii) if the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement, or a trustee is appointed for Sellers and such trustee rejects the transactions contemplated by this Agreement; and

(c) by Sellers:

(i) in the event of any breach by Buyer of any of Buyer's agreements, covenants, representations or warranties contained herein (*provided* such breach would result in the failure of a condition set forth in Section 10.1 or Section 10.3 to be satisfied) and the failure of Buyer to cure such breach within fourteen (14) days after delivery of notice from Sellers specifying particularly such breach; *provided*, that such breach is capable of being cured; *provided further*, *however*, that in the event that any breach shall have been cured before the termination of the fourteen (14) day cure-period, at the election of Sellers the Closing Date shall be extended by the number of days actually elapsed before the cure of such breach; or

(ii) if the Bankruptcy Court declines to approve this Agreement for any reason.

11.2 Effect of Termination.

(a) In the event of termination of this Agreement by Buyer or Sellers pursuant to this Article 11, except as otherwise provided in this Section 11.2, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party; *provided, however*, that nothing herein shall relieve any Party from liability for willful breach of this Agreement prior to such termination. The provisions of this Section 11.2 and, to the extent applicable, Article 12 and Article 1, shall expressly survive the expiration or termination of this Agreement.

ARTICLE 12
GENERAL PROVISIONS

12.1 Survival. All covenants and agreements contained herein which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing shall survive the Closing in accordance with their terms. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof.

12.2 Public Announcements. The initial press release relating to this Agreement shall be a joint press release, the text of which shall be agreed to by Buyer, on the one hand, and Sellers, on the other hand. Unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

12.3 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses, representatives (if applicable) and facsimile numbers set forth below (or to such other addresses, representatives and facsimile numbers as a Party may designate by notice to the other Parties):

(i) If to Sellers, then to:

VeraSun Energy Corporation
110 N. Minnesota Ave., Suite 300
Sioux Falls, South Dakota 57104
Attn: Chief Restructuring Officer
Attn: General Counsel
Facsimile: 605-978-7050

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive

Chicago, Illinois 60606
Attn: Patrick J. Nash, Jr.
Facsimile: 312-407-0411

(ii) If to Buyer:

Agstar Financial Solutions Group
Agstar Financing Services, ACA
1921 Premier Drive
P.O. Box 4249
Mankato, MN 56002
Attn: Tim E. Tracy, Vice President
Facsimile: 507-529-2072

with a copy (which shall not constitute notice) to:

Latham & Watkins, LLP
233 S. Wacker Drive, Suite 5800
Chicago, Illinois 60606
Attn: Josef Athanas
Facsimile: 312-993-9767

12.4 Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

12.5 Entire Agreement; Amendment. This Agreement (including the Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by all of the Parties.

12.6 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer shall be permitted, upon prior notice to Sellers, to assign all or part of its rights or obligations hereunder to an Affiliate, but no such assignment shall relieve Buyer of its obligations under this Agreement.

12.7 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such

invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

12.8 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

12.9 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the state of New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 12.3) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER OR BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.10 Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall be deemed to constitute one and the same instrument. Notwithstanding anything to the contrary in Section 12.3, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

12.11 Parties in Interest; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

12.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Sellers shall have any liability for any obligations or liabilities of such Sellers under this Agreement or any other Transaction Document, for any claim based on, in respect of, or by reason of the transactions contemplated hereby and thereby.

12.13 Schedules; Materiality. The inclusion of any matter in any Schedule shall be deemed to be an inclusion for all purposes of this Agreement, to the extent that such disclosure on its face would reasonably pertain in light of the form and substance of the disclosure made, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Schedule shall not be deemed an admission as to whether the fact or item is "material" or would constitute a "Material Adverse Effect."

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

RBF ACQUISITION III, LLC

By: AgStar Financial Services, PCA

By: _____
Name:
Title:

VERASUN ENERGY CORPORATION

By: _____
Name:
Title:

US BIOENERGY CORPORATION

By: _____
Name:
Title:

VERASUN DYERSVILLE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

RBF ACQUISITION III, LLC

By: AgStar Financial Services, PCA

By: _____
Name:
Title:

VERASUN ENERGY CORPORATION

By: _____
Name: Mark Dickey
Title: Senior Vice President, General Counsel and Corporate Secretary

US BIOENERGY CORPORATION

By: _____
Name: Mark Dickey
Title: Senior Vice President, General Counsel and Corporate Secretary

VERASUN DYERSVILLE, LLC

By: _____
Name: Mark Dickey
Title: Senior Vice President, General Counsel and Corporate Secretary

Schedule 1.1(a)
Assigned Contracts

1. Supplemental Agreement, dated as of September 5, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC

2. License Agreement, effective as of September 22, 2006, between US Bio Dyersville, LLC and ICM, Inc.

3. Super Large Volume Service Agreement, effective as of June 1, 2008, between Aquila, Inc. d/b/a Aquila Networks and US Bio Dyersville, LLC

4. Electric Facilities Extension Agreement #30414, dated as of May 22, 2007, between Interstate Power and Light Company and US Bio Dyersville, LLC

5. Industry Track Agreement CCP-10785, dated as of July 11, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC, as supplemented by that certain Supplemental Agreement, dated as of September 5, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC (Supplemental Agreement unexecuted)

6. Lump Sum Design-Build Agreement, dated September 22, 2006, between US Bio Dyersville, LLC and Fagen, Inc.

Schedule 1.1(b)
Sellers' Knowledge Persons

1. James Bonsall
2. Donald Endres
3. Mark Dickey
4. Bryan Meier
5. Pete Krull

Schedule 1.1(c)
Permitted Encumbrances

1. Taxes for the year(s) 2007 (second installment only), 2008, 2009 and subsequent years for the parcel numbers listed below. The second installment of the 2007 taxes is delinquent on April 1, 2009. Taxes for the year(s) 2008 and 2009 are not yet ascertainable or payable.

   (a) Parcel Number: 000540000104010: The second half for the year(s) 2007/2008 in the amount of $2,079.00 is due March 31, 2009.

   (b) Parcel Number: 000530000104010: The second half for the year(s) 2007/2008 in the amount of $433.00 is due March 31, 2009.

2. Terms and provisions contained in Drain Tile Agreement recorded October 26, 1972 in Book O Misc., Page 68, made between Herbert J. Hahn and Jane E. Hahn, husband and wife, and Anthony J. Bonert.

3. Easement for Public Highway in favor of Delaware County, Iowa, recorded June 11, 1987 in Book Y Misc., Page 192, and the terms and conditions thereof.

4. Easement in favor of Interstate Power Company, its successors and assigns, to construct, reconstruct, operate, maintain and remove lines for the transmission of electric energy, including necessary poles, wires, guys, stubs and other fixtures, together with right of access to said equipment, and the provisions relating thereto, contained in the Transmission Line Easement recorded August 31, 1987 in Book Z Misc., Page 49.

5. Easement in favor of Interstate Power and Light Company, its successors and assigns, to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, together with right of access to said equipment, and the provisions relating thereto, contained in the Electric Line Easement recorded December 31, 2007 as document 2007-4146.

6. Easement in favor of Interstate Power and Light Company, its successors and assigns, to construct, reconstruct, maintain, operate, repair, patrol and remove an electric substation consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors, switches, transformers, capacitors, fences and other equipment necessary for the transformation, switching and transmission of electricity, together with right of access to said equipment, and the provisions relating thereto, contained in the Substation Site Easement recorded December 31, 2007 as document 2007-4147.

7. Rights of the public, the Municipality and the State of Iowa, in and to that part of the land, if any, taken or used for road purposes.

Schedule 5.4
Real Property Matters

None.

Schedule 5.4(a)-1
Owned Real Property

ADDRESS[1]	CITY	STATE	COUNTY	OWNER	LEGAL DESCRIPTION
3294 Vine Road	Dyersville	Iowa	Delaware	VeraSun Dyersville, LLC	See Schedule 5.4(a)-1.1 attached hereto.

[1] To the extent that the street address and the legal description conflict, the legal description shall control.

Parcel "R" located in the South 250 feet of the SW 1/4 SW 1/4; the SE 1/4 SW 1/4; the NW 1/4 SW 1/4; that part of the NE 1/4 SW 1/4 lying South of the former railroad right-of-way; that part of the SW 1/4 NW 1/4 lying South of the former railroad right-of-way; that part of the SE 1/4 NW 1/4 lying South of the former railroad right-of-way; that part of the NW 1/4 SE 1/4 lying South of the centerline of Vine Road; that part of the NE 1/4 SE 1/4 lying South of the centerline of Vine Road; and the S 1/2 SE 1/4; all in Section 26, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, as reflected in that certain Plat of Survey dated September 12, 2006, and recorded with the Delaware County Recorder on September 12, 2006, in Book 2006, Page 3366, as Document No. 2006-3366.

Schedule 5.5
Environmental and Health and Safety Matters

1. The standard design of the plant allows the liquefaction tank PRV to vent under certain process upset conditions that, if venting were to occur, would be an unpermitted emissions source. The plant has instituted operating procedures to mitigate the issue and is pursuing a permit and/or physical modification to rectify the issue.

2. IDNR 02/04/09 IAC 567 22.3 – Letter submitted to the IDNR requesting extension of Initial Performance Testing Requirements for IDNR Air Quality Construction Permits 06-A-721 through 06-A-739.

3. Delaware County, IA, Water & Sanitation Department 06/21/07 – Letter submitted for Construction Permit of On Site Waste Water Treatment System for treatment of sanitary waste.

4. Enhancements to the plant's Process Safety Management Program are being developed.

VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR Subrule 567 IAC 64.3(1) NPDES General Permit #2. Update Construction SWPPP for current conditions & ensure all documentation collated	N/A	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR 64.3(1) Failure to obtain a NPDES General Permit #1	N/A	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR 567 IAC 64.3 (455B) Failure to obtain Operating Permit for Blow down Basin & Lift Station	N/A	Open - waiting for permit

VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR 567 IAC 64.2 (1) Failure to obtain Construction Permit for Blow down Basin & Lift Station	N/A	Open - waiting for permit
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR 567 IAC 43.2 (2) Failure to obtain Operating Permit before Public Water Supply put into use	N/A	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/19/2008	IDNR 567 IAC 43.3 (3) Failure to install third Hydropneumatic Pressure Tank per the Construction Permit	N/A	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	10/1/2008	NPDES	High Iron 7.49mg/L vs 1.00mg/L. Low DO 0.79 vs 5.00	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	10/16/2008	NPDES	High Iron 3.29mg/L vs 1.00mg/L	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	10/17/2008	NPDES	High Iron 3.82mg/L vs 1.00mg/L	Closed

VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	10/21/2008	Air Permit	Liquid Phase ethanol release of 8.06 gals	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	10/31/2008	NPDES	High Iron 14.6mg/L vs 1.00mg/L	Closed
VeraSun Dyersville	IDNR Field Office #1 909 W Main St Suite 4 Manchester, Iowa 52057	11/7/2008	NPDES	High Iron 1.54mg/L vs 1.00mg/L	Closed

Schedule 5.6(a)
Title to Acquired Assets

None.

Schedule 5.6(b)
Sufficiency of Assets

1. Plant operating permits (including environmental permits) that are not transferable or assignable.

2. State fuel licenses are not transferable.

3. The Business will not have railcars necessary to transport ethanol and Distillers Grains produced at the Facility as well as railroad agreements for transportation.

4. The Facility has been inoperative and on "hot idle" for several months and may not have sufficient inventory, personnel or other consumable supplies (e.g. corn, work in process, chemicals, denaturant, yeast, enzymes, etc.) on site to resume normal operations.

5. The Facility does not have licenses to sell ethanol.

6. The Facility does not have agreements and in some cases licenses in place to procure corn, chemicals, denaturant, yeast, enzymes, etc.

Schedule 5.7
Taxes

1. US BioEnergy Corporation short period State corporate income returns (January 1, 2008 through March 31, 2008) in the amount of $7,733 in total (California, Minnesota, Missouri, New Jersey, Oklahoma, and South Carolina). The liabilities are prepetition liabilities.

2. VeraSun Energy Corporation and subsidiaries calendar year 2008 state corporate income tax returns in the amount of $14,400 in total (California and Minnesota). The liabilities are prepetition liabilities.

3. VeraSun Energy Corporation use tax payments due to the South Dakota Department of Revenue for less than $331,000. The liability is a prepetition liability.

4. VeraSun Dyersville, LLC use tax payments due to the Iowa Department of Revenue for less than $14,000. The liability is a prepetition liability.

5. VeraSun Dyersville, LLC real property tax due due to Delaware County, Iowa for less than $3,000. The liability is a prepetition liability.

6. US BioEnergy Corporation real property tax payments due to Adams County, Nebraska for less than $11,000. The liability is a prepetition liability.

(a)

1. VeraSun Energy Corporation and its subsidiaries are currently under examination by the Internal Revenue Service for the tax years ending December 31, 2006 and December 31, 2007.

(b)

1. VeraSun Energy Corporation signed an audit agreement with the Internal Revenue Service on October 16, 2008 for the tax years ending December 31, 2004 and September 30, 2005, resulting in a refund of less than $10,000.

2. VeraSun Energy Corporation and its subsidiaries proposed an audit agreement with the South Dakota Department of Revenue on December 31, 2008 for the tax periods November 1, 2004 through December 31, 2007, resulting in an anticipated tax due of less than $310,000.

3. US BioEnergy Corporation and its subsidiaries signed an audit agreement with the Internal Revenue Service on January 13, 2009 for the tax periods years ending December 31, 2005 through December 31, 2007, resulting in a refund of less than $150,000.

(c)

None.

Schedule 5.8
Legal Proceedings

1. Fitzgerald, Kamm and Demmer reside near the Dyersville, Iowa facility and have alleged nuisance based on air, light and noise pollution. Action was threatened by letter dated September 25, 2008.

Schedule 5.9
Compliance with Legal Requirements; Permits

None.

Schedule 5.10(b)
Facility Employees

REDACTED

Schedule 5.11
Benefit Plans

1. Annual Incentive Compensation Plan
2. Long Term Equity Compensation Plan
3. VeraSun Energy 401(k) Retirement Plan
4. WellMark/Blue Cross Group Medical Plan
5. VSP Vision Plan
6. Delta Dental Employee Dental Plan
7. Business Travel Accident Policy
8. Life, AD&D and Voluntary Life Plan
9. Employee Assistance Program
10. Severance Program

Schedule 5.12(b)
Claims Relating to Intellectual Property Rights

None.

Schedule 5.13
Enforceability of Assigned Contracts

1. Enforceability of certain agreements may be impaired as a result of the name of the contracting party being inaccurate.

Schedule 7.2
Operations Prior to the Closing Date

1. Sellers are maintaining the facility owned by VeraSun Dyersville, LLC in an idle or inactive state, are not procuring corn or other supplies and materials except as necessary to maintain such facility in an idle or inactive state, and are not producing ethanol or distillers grains and do not have the necessary assets, licenses and permits to market and sell ethanol and distillers grains.

Schedule 8.1(b)
Periodic Taxes

VeraSun Dyersville, LLC

1. Second installment of 2007/2008 real property taxes delinquent in the amount of approximately $2,550, including estimated penalties and interest with an assumed closing and transfer of the property on April 9, 2009.

US BioEnergy Corporation

1. Second installment of 2007 property taxes delinquent in the amount of approximately $3,450, including estimated penalties and interest with an assumed closing and transfer of the property on April 9, 2009.

EXHIBIT A
Form of Bill of Sale

BILL OF SALE

This bill of sale and assignment and assumption agreement (this "Bill of Sale"), dated as of _____, 2009, is entered into by and among VeraSun Energy Corporation, a South Dakota corporation (the "Company"), US BioEnergy Corporation, a South Dakota corporation ("US Bio"), VeraSun Dyersville, LLC, an Iowa limited liability company ("Dyersville", and together with the Company and US Bio, each a "Seller" and, collectively, "Sellers"), and RBF Acquisition III, LLC, a Delaware limited liability company ("Buyer"), in connection with, and is subject to all of the terms and conditions of, that certain Asset Purchase Agreement, dated as of April 2, 2009, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement"), by and among Buyer and each of the Sellers.

Capitalized terms, unless otherwise defined herein, have the respective meanings set forth in the Asset Purchase Agreement. This Bill of Sale is in all respects subject to the Asset Purchase Agreement, which shall govern the respective rights of Sellers, on the one hand, and Buyer, on the other hand, with respect to the Acquired Assets and Assumed Liabilities, and nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement, this Bill of Sale being intended solely to effect the transfer of the Acquired Assets and assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

Subject to and in accordance with the terms of the Asset Purchase Agreement, each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer and its successors and assigns to have and to hold forever, free and clear of all Encumbrances other than the Permitted Encumbrances, all of such Seller's right, title and interest in, to or under the Acquired Assets. Subject to and in accordance with the provisions of the Asset Purchase Agreement, each Seller hereby assigns, transfers and delegates all of the Assumed Liabilities to Buyer, and Buyer hereby assumes, accepts and agrees to pay, perform and discharge when due, as applicable, such Assumed Liabilities.

In accordance with and subject to Section 2.8 of the Asset Purchase Agreement, Sellers covenant and agree to execute and deliver to Buyer such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Buyer good and indefeasible title to the Acquired Assets free and clear of all Encumbrances other than Permitted Encumbrances.

This Bill of Sale shall be binding upon the parties hereto and each of its respective successors and assigns and shall inure to the benefit of the parties hereto and each of its respective successors and assigns. Nothing in this Bill of Sale, express or implied, is intended to confer upon any Person other than the parties hereto and each of its respective successors and assigns any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

This Bill of Sale may not be amended except by a written agreement executed by all of the parties hereto.

The provisions of this Bill of Sale shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Bill of Sale, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Bill of Sale and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

This Bill of Sale and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original of this Bill of Sale or such amendment and all of which, when taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Bill of Sale or any amendment hereto by telecopier, facsimile or email attachment shall be effective as delivery of a manually executed counterpart signature page to this Bill of Sale or such amendment, as applicable.

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

RBF ACQUISITION III, LLC

By: AGSTAR FINANCIAL SERVICES, PCA

By: _____
Name:
Title:

VERASUN ENERGY CORPORATION

By: _____
Name:
Title:

US BIOENERGY CORPORATION

By: _____
Name:
Title:

VERASUN DYERSVILLE, LLC

By: _____
Name:
Title:

EXHIBIT B
Form of Contract Assignment and Assumption Agreement

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of [•], 2009 (this "Assignment"), by and among VeraSun Energy Corporation, a South Dakota corporation (the "Company"), US BioEnergy Corporation, a South Dakota corporation ("US Bio") and VeraSun Dyersville, LLC, an Iowa limited liability company ("Dyersville", and together with the Company and US Bio, each a "Seller" and, collectively, "Sellers"), in favor of RBF Acquisition III, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH

WHEREAS, Buyer and Sellers have entered into that certain Asset Purchase Agreement, dated as of April 2, 2009, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, and Buyer has agreed to purchase, all right, title and interest of Sellers in, to or under the Acquired Assets, including each of the Assigned Contracts listed on Exhibit A hereto (the "Subject Contracts"), upon the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, the Asset Purchase Agreement requires that Buyer and Sellers execute and deliver this Assignment in connection with the assignment to Buyer of the Subject Contracts and all of Sellers' right, title and interest in and to the Subject Contracts.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Subject to and in accordance with the terms of the Asset Purchase Agreement, each Seller hereby assigns to Buyer the Subject Contracts and all of such Seller's right, title and interest in, to or under the Subject Contracts.

Section 2. Subject to and in accordance with the terms of the Asset Purchase Agreement, Buyer hereby accepts the foregoing assignments and agrees to pay, perform and discharge when due (in accordance with their respective terms and subject to the respective conditions thereof) all of the Sellers' obligations under the Subject Contracts to the extent such obligations constitute Assumed Liabilities. The assumption by Buyer of such Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto.

Section 3. In accordance with and subject to Section 2.8 of the Asset Purchase Agreement, Sellers covenant and agree to execute and deliver to Buyer such other instruments of assignment as shall be reasonably necessary or appropriate to consummate the assignment of the Subject Contracts to Buyer as contemplated by the Asset Purchase Agreement.

Section 4. This Assignment is being delivered pursuant to, and is subject to all of the terms and conditions of, the Asset Purchase Agreement, which shall govern the respective rights

of Sellers, on the one hand, and Buyer, on the other hand, with respect to the Subject Contracts. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assumption Agreement is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

Section 5. Neither the failure nor any delay by any party hereto in exercising any right, power, or privilege under this Assignment shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a party hereto shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one party hereto shall be deemed to be a waiver of any right of the party hereto giving such notice or demand to take further action without notice or demand.

Section 6. This Assignment may not be amended except by a written agreement executed by all of the parties hereto.

Section 7. The provisions of this Assignment shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

Section 8. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

Section 9. This Assignment and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original of this Assignment or such amendment and all of which, when taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment or any amendment hereto by telecopier, facsimile or email attachment shall be effective as delivery of a manually executed counterpart signature page to this Assignment or such amendment, as applicable.

Section 10. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment is for the sole benefit of the parties hereto and their assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Contract Assignment and Assumption Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

RBF ACQUISITION III, LLC

By: AGSTAR FINANCIAL SERVICES, PCA

By: _____
Name:
Title:

VERASUN ENERGY CORPORATION

By: _____
Name:
Title:

US BIOENERGY CORPORATION

By: _____
Name:
Title:

VERASUN DYERSVILLE, LLC

By: _____
Name:
Title:

Exhibit A

Subject Contracts

EXHIBIT B

Specific Liens

1. Mechanic's Lien No. LNCV006494, Fagen, Inc. vs. VeraSun Dyersville, LLC filed October 28, 2008, $746,350.08.

2. Mechanic's Lien No. LNCV006513; DMG, Inc. d/b/a Malloy Electric & Bearing Supply vs. VeraSun Dyersville, LLC, filed November 14, 2008 - $2,781.60

3. Mechanic's Lien No. LNCV006534; Steger Const. Inc. vs. VeraSun Dyersville, LLC f/k/a U.S. Bio Dyersville, LLC, filed December 17, 2008 - $171,039.80

4. Mechanic's Lien No. LNCV006537; Kluesner Construction, Inc. vs. U.S. Bio Dyersville, LLC, filed December 19, 2008 - $31,650.00.

5. Mechanic's Lien No. LNCV006554; McC, Inc. vs. U.S. Bio Dyersville, LLC and/or VeraSun Dyersville, LLC, affiliates of VeraSun Energy Corporation, filed January 12, 2009 - $588,486.57.

Exhibit C

Assigned Contracts and Cure Costs

Contract Description	Notice	Cure Amount
Supplemental Agreement, dated as of September 5, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC	March 18, 2009 Second Supplemental Notice of Cure Amounts, referenced as "Supplemental Agreement, September 5, 2008"	$0
License Agreement, effective as of September 22, 2006, between US Bio Dyersville, LLC and ICM, Inc.	February 27, 2009 Notice of Cure Amounts, referenced as "ICM License Agreement"	$0
Super Large Volume Service Agreement, effective as of June 1, 2008, between Aquila, Inc. d/b/a Aquila Networks and US Bio Dyersville, LLC	February 27, 2009 Notice of Cure Amounts, referenced as "Super Large Volume Service Agreement"	$0
Electric Facilities Extension Agreement #30414, dated as of May 22, 2007, between Interstate Power and Light Company and US Bio Dyersville, LLC	February 27, 2009 Notice of Cure Amounts, referenced as "Electric Facilities Exten[s]ion Agreement"	$0
Industry Track Agreement CCP-10785, dated as of July 11, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC, as supplemented by that certain Supplemental Agreement, dated as of September 5, 2008, between Chicago Central and Pacific Railroad Company and VeraSun Dyersville, LLC (Supplemental Agreement unexecuted)	March 13, 2009 Supplemental Notice of Cure Amounts, referenced as "Industry Track Agreement CCP-10785"	$0
Lump Sum Design-Build Agreement, dated September 22, 2006, between US Bio Dyersville, LLC and Fagen, Inc.	February 27, 2009 Notice of Cure Amounts, referenced as "Lump Sum Design-Build Agreement Dated September 22, 2006"	$0