

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

In re:

**AVENTINE RENEWABLE ENERGY
HOLDINGS, INC.**, a Delaware Corporation, *et al.*,

Debtors.¹

Chapter 11

Case No. 09-11214 ()

(Joint Administration Pending)

**DECLARATION OF WILLIAM J. BRENNAN IN SUPPORT OF
CHAPTER 11 PETITIONS AND FIRST DAY RELIEF**

I, William J. Brennan, do hereby declare, under penalty of perjury, that:

1. I am the Chief Accounting and Compliance Officer of Aventine Renewable Energy Holdings, Inc. ("Aventine"), Aventine Renewable Energy, LLC, Aventine Renewable Energy, Inc., Aventine Renewable Energy – Aurora West, LLC, Aventine Renewable Energy – Mt Vernon, LLC, Aventine Power, LLC, and Nebraska Energy, L.L.C., the debtors and debtors in possession in these chapter 11 cases (collectively, the "Debtors"). A chart showing the corporate organization of the Debtors is annexed hereto as Exhibit A. In that capacity, I am familiar with the Debtors' day-to-day operations, business, financial affairs and books and records.

2. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors intend to continue in the possession of their respective properties and the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Aventine Renewable Energy Holdings, Inc. (9368), Aventine Renewable Energy, LLC (0195), Aventine Renewable Energy, Inc. (8352), Aventine Renewable Energy – Aurora West, LLC (9285), Aventine Renewable Energy – Mt Vernon, LLC (8144), Aventine Power, LLC (9343), and Nebraska Energy, L.L.C. (1872). The corporate headquarters address for all of the Debtors is 120 North Parkway Drive, Pekin, Illinois 61554.

management of their respective businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. I submit this declaration (the "Declaration") in support of the Debtors' petitions and various contemporaneously-filed requests for relief in the form of "first-day" applications and motions identified on Exhibit B annexed hereto (collectively, the "First Day Papers"),² as well as to assist the Court and other interested parties in understanding the circumstances that compelled the commencement of these chapter 11 cases. I have reviewed the First Day Papers and it is my belief that the relief sought therein is essential to ensure the uninterrupted operation of the Debtors' businesses and the Debtors' efforts to maximize the value of their assets for the benefit of all stakeholders. Except as otherwise indicated, all facts set forth herein are based upon my personal knowledge of the Debtors' operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtors' management, the Debtors' professionals, or employees of the Debtors working under my supervision, or my opinion based upon experience, knowledge and information concerning the operations of the Debtors and the ethanol industry. Unless otherwise indicated, the financial information contained herein is unaudited. I am authorized to submit this Declaration on behalf of the Debtors, and if called upon to testify, I could and would testify competently to the facts set forth herein.

4. Part I of this Declaration describes the Debtors' business operations, their prepetition capital and debt structure and the circumstances giving rise to the commencement of

² Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the applicable First Day Papers.

these chapter 11 cases. Part II sets forth the relevant facts in support of the First Day Papers filed concurrently herewith.

I.

A. The Debtors' Business Operations

5. The Debtors are a leading producer and marketer of ethanol, an alcohol derived principally from corn in the United States. Ethanol is marketed as a gasoline blend component that serves as a clean air additive, an octane enhancer and a renewable fuel resource. It is blended with gasoline (i) as an oxygenate to help meet fuel emission standards, (ii) to improve gasoline performance by increasing octane levels, and (iii) to extend fuel supplies. Generally, the production of ethanol from corn can be accomplished through one of two distinct processes: wet milling and dry milling.

6. The principal difference between the two processes is the initial treatment of the corn and the resulting co-products. In the wet mill process, the corn is soaked or "steeped" in water and sulfurous acid for 24 to 48 hours to separate the grain into its many parts. After steeping, the corn slurry is processed to separate the various components of the corn kernel, including the corn germ, which is then sold for processing into corn oil. The starch and any remaining water from the slurry can then be fermented and distilled into ethanol. The remaining parts of the grain in the wet mill are then processed into a number of different forms of protein used to feed livestock.

7. In the dry mill process, on the other hand, the entire corn kernel is first ground into a flour, which is referred to in the industry as "meal," and is processed without first separating the various component parts of the grain. The meal is processed with enzymes, ammonia, and water, and then placed in a high-temperature cooker to ferment where yeast is

added and the conversion of sugar to ethanol begins. The fermentation process generally takes between forty and fifty hours. After fermentation, the resulting liquid is transferred to distillation columns where the ethanol is evaporated from the remaining “stillage” for fuel uses. With the starch elements of the corn kernel consumed, the principal co-product produced by the dry mill process is dried distillers grain with solubles (“DDGS”), a protein used in animal feed.

8. A small but growing amount of ethanol is also used as E85, a renewable fuels-driven blend composed of up to 85% ethanol. The Debtors also produce and market certain co-products, including corn gluten feed and meal, corn germ, condensed corn distillers solubles, wet distillers grain with solubles (“WDGS”), DDGS, carbon dioxide, and brewers’ yeast. For the years ended December 31, 2008, 2007, and 2006, ethanol sales represented approximately 90% of the Debtors’ total revenue. The remaining 10% of revenue is split among multiple sources, including the sale of the above co-products and, to a lesser extent, the sale of bio-products, which are processed into a growing variety of products for use in fermentation applications and animal and human food.

9. The Debtors currently own and operate two ethanol production facilities. The Debtors’ Pekin, Illinois facility is located on the east bank of the Illinois River, approximately 160 miles southwest of Chicago. The Pekin facility is composed of two distinct plants: a coal-fired plant in operation since 1981 that uses the wet mill process for producing ethanol and a natural-gas fired plant in operation since 2007 that uses the dry mill process for producing ethanol. The Debtors also own and operate a natural gas-fired dry mill plant in Aurora, Nebraska, located approximately 60 miles west of Lincoln, which has been operating since 1995. These facilities have a combined total ethanol production capacity of 207 million gallons annually.

10. As part of its expansion plans, in May 2007, Aventine Renewable Energy – Mt Vernon, LLC (“Aventine–Mt. Vernon”) and Aventine Renewable Energy – Aurora West, LLC (“Aventine–Aurora West”), each entered into separate Engineering, Procurement and Construction Services Fixed Price Contracts (collectively, the “EPC Contracts”) with Kiewit Energy Company (“Kiewit”) for the construction of two additional ethanol production facilities in Mt. Vernon, Indiana and Aurora, Nebraska. With respect to the Mt. Vernon plant, Aventine–Mt. Vernon leases the property from the State of Indiana and began developing a new facility capable of producing at least 220 million gallons of ethanol annually. Aventine–Mt. Vernon has delayed completion of the first 110 million gallon Mt. Vernon plant and Aventine–Aurora West has suspended construction of the first 110 million gallon Aurora plant because of the downturn in the ethanol market and in order to conserve liquidity. Over the past few months, Aventine–Mt. Vernon, Aventine–Aurora West, and Kiewit agreed to certain amendments of the EPC Contracts to extend the construction and payment schedules. However, on March 6, 2009, Kiewit notified the Debtors of the termination of the EPC Contracts, referencing the Debtors’ failure to make a recent payment under the EPC Contracts. Kiewit has asserted that approximately \$24.4 million is due under the EPC Contracts. As a result, Kiewit has filed certain mechanics liens.

11. In addition to selling ethanol produced at its own facilities, the Debtors sell ethanol from two other sources. First, the Debtors operated an ethanol marketing alliance (the “Marketing Alliance”) pursuant to which the alliance partners (third-party producers) sell their ethanol production to the Debtors on an exclusive basis. The Marketing Alliance contracts required the Debtors to purchase all ethanol produced by the alliance partners and sell it at contract or prevailing market prices and entitle the Debtors to a commission on the gallons sold.

The Debtors have been unwinding the Marketing Alliance over the last several months, which process is nearly completed. Second, the Debtors purchase ethanol from third parties on the spot market, which they then resell through their distribution network. The margins from these purchase/resale transactions are typically less volatile than the margins on the production gallons.

12. The Debtors utilize an extensive national distribution network that comprises trucks, a leased railcar and barge fleet, and leased terminal space at critical points on the nation's transportation grid where their ethanol is blended with their customers' gasoline. The Debtors' distribution network provides them with access to ethanol markets in the western, eastern and Gulf Coast regions of the United States. However, the distribution network subjects the Debtors to significant fixed costs. As the Debtors have unwound the Marketing Alliance, they have endeavored to terminate certain distribution arrangements that imposed the significant fixed costs.

13. The Debtors are subject to significant market risk with respect to the price of ethanol, their principal product, as well as the price and availability of corn, the Debtors' principal commodity used in their ethanol production process. Ethanol prices are generally influenced by the supply and demand for gasoline, the availability of substitutes and the effect of related laws and regulations. Likewise, the availability and price of corn are subject to wide fluctuations due to unpredictable factors such as weather conditions during the corn growing season, carry-over from the previous crop year and current crop yield, governmental policies with respect to agriculture and international supply and demand. Although corn is the Debtors' most significant raw material production cost, other major costs include natural gas,

transportation costs, and the purchase price of ethanol from other producers, which is tied to the ethanol market price.

B. Corporate History and Capital Structure

14. Aventine is the successor to businesses engaged in the production and marketing of ethanol since 1981. On May 30, 2003, Aventine was acquired by Morgan Stanley Capital Partners IV and related investment funds (the “MSCP IV Funds”) from a subsidiary of The Williams Companies, Inc. On July 5, 2006, Aventine completed an initial public offering of its common stock and became listed on the New York Stock Exchange. As of December 31, 2008, the MSCP IV Funds beneficially owned approximately 28% of Aventine’s outstanding common stock. Metalmark Subadvisor LLC (“Metalmark”) manages the MSCP IV Funds on a subadvisory basis, and two employees of Metalmark are on the nine member board of directors of Aventine.

15. All of the Debtors are parties to a five-year secured revolving credit facility, dated as of March 23, 2007 (as has been or may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent, Bank of America, N.A., as syndication agent, UBS Securities and Wells Fargo Foothill, LLC, as co-documentation agents and J.P. Morgan Securities Inc. (“JPMSI”), as sole bookrunner and sole lead arranger, and the lenders party thereto. The Credit Agreement provides (i) a revolving loan commitment of up to \$200 million, subject to collateral availability (the “Revolver”), and (ii) a \$25 million sub-limit for letters of credit. The Prepetition Lenders assert that the Debtors’ obligations under the Credit Agreement are secured by substantially all of the Debtors’ assets (the “Pre-Petition Collateral”), including their: (a) equipment, (b) inventory, (c) chattel paper, (d) accounts, (e) other pledged

property and securities, (f) investment related property, (g) cash collateral accounts, (h) intellectual property, and (i) commercial tort claims.

16. In March 2007, Aventine issued \$300 million aggregate principal amount of senior unsecured 10% fixed-rate notes due April 2017 (the "Original Senior Notes") pursuant to an indenture between Aventine, as issuer, the other Debtors, as guarantors, and Wells Fargo Bank, N.A., as trustee. On August 10, 2007, Aventine exchanged all of the Original Senior Notes for an issue of registered unsecured senior notes (the "Senior Notes"), with terms identical to the Original Senior Notes. The Senior Notes are guaranteed by and are general unsecured obligations of all of the Debtors. The Senior Notes have interest payments due semi-annually on April 1 and October 1 of each year.

17. On March 10, 2009, the Debtors and the lenders to the Credit Agreement entered into that certain amendment of the Credit Agreement (the "Amendment"). After giving effect to the Amendment, the Debtors had \$0.7 million of cash and \$6.6 million of additional borrowing availability under the Credit Agreement as of March 12, 2009. As a result of the Amendment, all of the Debtors' cash receipts are automatically applied to reduce amounts outstanding under the Credit Agreement and to cash collateralize outstanding letters of credit. As part of the Amendment, the Debtors were required to complete an exchange offer of its Senior Notes for a like principal amount of a new series of "pay-in-kind" notes. Due to liquidity constraints and various other circumstances, the Debtors did not obtain the commitment of the required percentage of the holders of the Senior Notes in the timeline specified in the Amendment.

18. As of the Petition Date, approximately \$18.35 million in revolving loans was outstanding under the amended revolver facility of the Credit Agreement. In addition, approximately \$21.9 million of letters of credit were outstanding.

19. In 2008, the Debtors sold 936 million gallons of ethanol resulting in net sales of \$2.2 billion. The Debtors also realized \$128.5 million of revenue from the sale of co-products in 2008. As of December 31, 2008, the Debtors' consolidated financial statements reflected assets totaling approximately \$799.5 million and liabilities totaling approximately \$490.7 million.

C. Events Leading to the Chapter 11 Cases

20. As noted above, the Debtors' liquidity is materially affected by uncertain commodity prices for corn, natural gas and ethanol. Corn and ethanol prices were highly volatile during 2008 and are impacted by a number of factors beyond the Debtors' control. In addition, the costs of producing ethanol, even apart from corn, have been rising over the past year. Ultimately, sizeable fluctuations in the price of corn, natural gas and ethanol; obligations to service the Debtors' debt in the face of continued lack of liquidity in the credit markets; a significant loss on the sale of auction rate securities; and the inability to raise additional investment capital from depressed equity markets have precipitated these chapter 11 cases.

21. Ethanol to Corn Spread. The Debtors' gross margin depends principally on the spread between ethanol and corn prices (the "Commodity Spread"). As noted above, corn is the predominant feedstock used in ethanol production. However, corn prices do not necessarily correlate with the price of ethanol, since each market is affected by unique supply and demand conditions. Factors affecting the grain markets, such as weather, crop conditions, and international trade, are distinct from those that affect ethanol, such as crude oil and gasoline

supply and demand factors, the regulatory climate, and the availability of other fuel oxygenates. In early 2006 the Commodity Spread was at historically high levels in excess of \$2.50. Since then, the Commodity Spread has narrowed significantly, decreasing from \$1.17 in the fourth quarter of 2007 to \$0.63 in the fourth quarter of 2008. Based on the current Commodity Spread, the industry is operating at or near breakeven cash margins. The Debtors experienced negative gross margins during the second half of 2008 and have experienced negative gross margins through the first quarter of 2009, due in part as a result of fixed price obligations to purchase corn and natural gas at prices currently above market.

22. Conversion Costs. Conversion costs per gallon is an important factor that effects liquidity. Conversion costs represent the cost of converting corn to ethanol and include production salaries, wages and benefits, utilities, maintenance, denaturant, insurance, materials and supplies. As the Commodity Spread has narrowed, conversion costs—the costs of converting corn into ethanol—have been rising. Conversion costs for the fourth quarter of 2008 increased to \$32.3 million from \$29.6 million for the fourth quarter of 2007. The total dollars spent on conversion costs increased year over year principally as a result of higher utility costs, higher denaturant costs and higher maintenance costs. The conversion cost per gallon of ethanol increased year over year to \$0.67 per gallon in the fourth quarter of 2008 versus \$0.66 per gallon in the fourth quarter of 2007.

23. Declining Liquidity. A number of factors have contributed to the Debtors' declining liquidity. Specifically, the Debtors operating results continued to decline in the fourth quarter of 2008, with the Debtors operating at negative gross margins principally as a result of the declining Commodity Spread, inventory write-downs from declining ethanol prices and above market fixed price corn and natural gas contracts. The Debtors have unsuccessfully

attempted to raise cash to cover these operating cash flow shortfalls via a number of different transactions, including potential asset sales, a sale of the company, a restructuring of the Debtors' existing debt and obtaining new debt or equity financing. Faced with declining margins and liquidity stress due to frozen credit markets, the Debtors have also begun to negotiate termination agreements with most of its sourced-ethanol marketing partners in an effort to rationalize its distribution network to primarily focus on sales of non-sourced ethanol. Despite these efforts, the Debtors do not have sufficient available liquidity to meet anticipated working capital, debt service, and other liquidity needs.

24. Additionally, during the period from 2006 through 2008 the Debtors invested a substantial portion of the capital raised through the public offering in July 2006 in Auction Rate Securities. Those securities, however, proved to lack the liquidity represented to Debtors and, as a result, were sold at a loss in excess of \$31.6 million in the first and second quarters of 2008. Among other things, such losses adversely affected the Debtors' ability to complete and generate revenue through the Mt. Vernon and Aurora construction projects. As a result of the Debtors having to suspend the construction of the new facilities in Mt. Vernon and Aurora, in addition to the claims asserted by Kiewit, the Debtors were required to expend approximately \$9.9 million in demobilization costs. On November 6, 2008, the Debtors commenced litigation against JPM and JPMSI with respect to the Auction Rate Securities.

25. As a result of the foregoing, given the severe financial pressures facing them and the short time within which to address them, the Debtors were unsuccessful in their efforts to resolve their liquidity crisis outside the bankruptcy forum and, accordingly, filed these chapter 11 cases to preserve and maximize the value of their assets for the benefit of all stakeholders.

II.

A. First Day Papers

26. As a result of my first-hand experience, and through my review of various materials and information, discussions with other of the Debtors' executives, and discussions with the Debtors' outside advisors, I have formed opinions as to (a) the necessity of obtaining the relief sought by the Debtors in their First Day Papers, (b) the deleterious effects upon the Debtors of not obtaining such relief and (c) the immediate and irreparable harm to which the Debtors will be exposed immediately following the Petition Date unless the relief requested in the First Day Papers is granted without delay.

27. I submit this Declaration in support of the Petitions and First Day Papers filed with the Court in connection with the commencement of these cases.

28. I participated in preparing and have reviewed each of the First Day Papers (including the exhibits and schedules attached thereto) and, to the best of my knowledge, believe that the facts set forth therein are true and correct. Such representation is based upon information and belief and through my review of various materials and information, as well as my experience and knowledge of the Debtors' operations and financial condition. If I were called upon to testify, I could and would, based on the foregoing, testify competently to the facts set forth in each of the First Day Papers.

29. I personally participated in the analysis that led to the creation of each of the First Day Papers and assisted in the drafting and development of the relief requested therein. At all times the Debtors' management and professionals remained cognizant of the limitations imposed on debtors-in-possession and, in light of those limitations, the Debtors narrowed the

relief requested at the outset of these cases to those issues that require urgent relief to sustain the Debtors' immediate operability.

30. The relief sought in the First Day Papers will minimize the adverse effects of these chapter 11 cases on the Debtors and result in maximum creditor recoveries. I believe that the relief sought in each of the First Day Papers is necessary to enable the Debtors to operate effectively in chapter 11 as debtors in possession and maximize the value of their assets for the benefit of stakeholders.

31. The relief requested in the First Day Papers was carefully tailored by the Debtors, in consultation with their professionals, to ensure that the Debtors' immediate operational needs are met and that the Debtors suffer no immediate and irreparable harm. Specifically, with respect to the authority to use Cash Collateral and to obtain on a priming basis postpetition financing in the aggregate principal amount of \$30,000,000, pursuant to the terms of the DIP Facility Documents, I believe that it is essential to the Debtors' efforts to preserve and maximize the value of their assets that the Debtors obtain such relief.

32. Prior to the Petition Date, the Debtors' day-to-day business operations were funded from cash receipts received from operations and from borrowings under the revolver pursuant to the Credit Agreement. The Prepetition Lenders assert that the Debtors' obligations under the Credit Agreement are secured by perfected first priority liens and security interests in substantially all of the personal property and real estate of the Debtors, including cash collateral. The Debtors therefore do not have any unencumbered cash within which to operate their businesses. The Debtors have an immediate need for the use of cash collateral, without which the Debtors would be unable to operate their businesses. Although the use of cash collateral is necessary to the operation of the Debtors' businesses, the use of cash collateral alone

is insufficient to fund the business operations. Accordingly, the Debtors also have an immediate need for the additional liquidity being provided pursuant to the DIP Facility. Put differently, without the use of Cash Collateral or the availability of the additional liquidity under the DIP Facility being provided by the DIP Lenders, the Debtors will be unable to pay for services and expenses necessary to operate their business and thus, preserve and maximize the value of their assets.

33. The Debtors received two proposals for postpetition debtor in possession financing; one proposal from the Prepetition Lenders, and the second proposal from the DIP Lenders, which are four of the holders of the Senior Notes. The Debtors, after extensive negotiations and weighing the costs, benefits and risks associated with each proposal, determined that the terms and conditions of the debtor in possession financing proposed by the four Senior Note holders were superior to those proposed by the Prepetition Lenders. The decision was based on, among other things and irrespective of the requirement that the liens of the Prepetition Lenders be primed, the fees proposed to be charged, the requirement that the prepetition obligations be rolled-up to postpetition debt, and the imposition of a sale timeline that the Debtors believed would not afford sufficient time to fully explore and analyze all potential means of maximizing the value of their assets for the benefit of all stakeholders.

34. I believe that given that the Prepetition Lenders are significantly oversecured, the financing proposed by the DIP Lenders pursuant to the terms of the DIP Facility is superior to the terms of the postpetition financing that was proposed by the Prepetition Lenders. I further believe that absent sufficient funds to support the Debtors' business operations, the value of the Debtors' assets may quickly erode causing immediate and irreparable harm to the Debtors and their estates.

35. Additionally, there is a real, immediate risk that if the Debtors are not authorized to continue to honor their pre-petition employee obligations in the ordinary course, the employees would no longer support and maintain the operations of the Debtors, thereby crippling the Debtors' business operations and harming the value of the Debtors' estates. Consequently, I strongly believe that it is critical that the Debtors be permitted to pay their employees their pre-petition wages and continue with their ordinary course personnel policies, programs and procedures that were in effect prior to the Petition Date.

36. In order to avoid any disruption to the Debtors' customers which may arise as a result of the Debtors' chapter 11 filings, the Debtors have requested authority to honor the claims of Shippers and Warehousemen, to whom unpaid prepetition amounts are owed. The Shippers and Warehousemen are instrumental in the delivery and storage of raw materials to the Debtors and finished products to the Debtors' customers. The Shippers and Warehouseman may attempt to assert their various statutory rights against the Debtors' goods that are in transit with respect to their prepetition claims, thereby causing massive disruption in the Debtors' supply chain and causing immediate and irreparable harm to the Debtors' and their estates.

37. The Debtors are also heavily dependent on certain Critical Vendors who supply the Debtors with the inputs used in the production of ethanol. The Critical Vendors are either sole source providers or provide goods for which the Debtors would be unable to find an alternate source without great disruption to the Debtors' business—in most cases the Debtors purchase goods from the Critical Vendors on a daily basis. Upon information and belief, a significant portion of the Critical Vendor Claims relate to goods provided in the twenty (20) days prior to today, and I am advised by counsel that these are nonetheless entitled to administrative expense status. The Debtors believe that if the Critical Vendors refuse to provide goods to the

Debtors, the Debtors may be forced to suspend their business operations until, and if, the Debtors can obtain replacement suppliers.

38. Accordingly, through separate motions, the Debtors seek authority to pay (i) the claims of Shippers and Warehousemen, in an amount not to exceed \$2.25 million, and (ii) the claims of Critical Vendors, in an amount not to exceed \$2.5 million. Absent obtaining authorization to pay the claims of the Critical Vendors and the Shippers and Warehousemen, the Debtors believe their businesses will be severely disrupted, resulting in immediate and irreparable harm to the Debtors' estates.

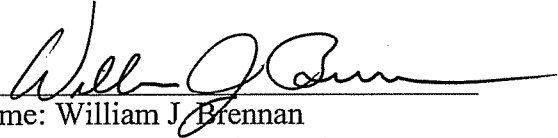
B. Conclusion

39. In conclusion, for the reasons stated herein and in each of the First Day Papers filed concurrently or in connection with the commencement of these cases, I respectfully request that each of the First Day Papers be granted in its entirety, together with such other and further relief as this Court deems just and proper.

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I certify under penalty of perjury that, based upon my knowledge, information and belief as set forth in the Declaration, the foregoing is true and correct.

Dated: April 7, 2009

A handwritten signature in cursive script, appearing to read "William J. Brennan", written over a horizontal line.

Name: William J. Brennan
Title: Chief Accounting and
Compliance Officer

EXHIBIT A
Corporate Organizational Chart

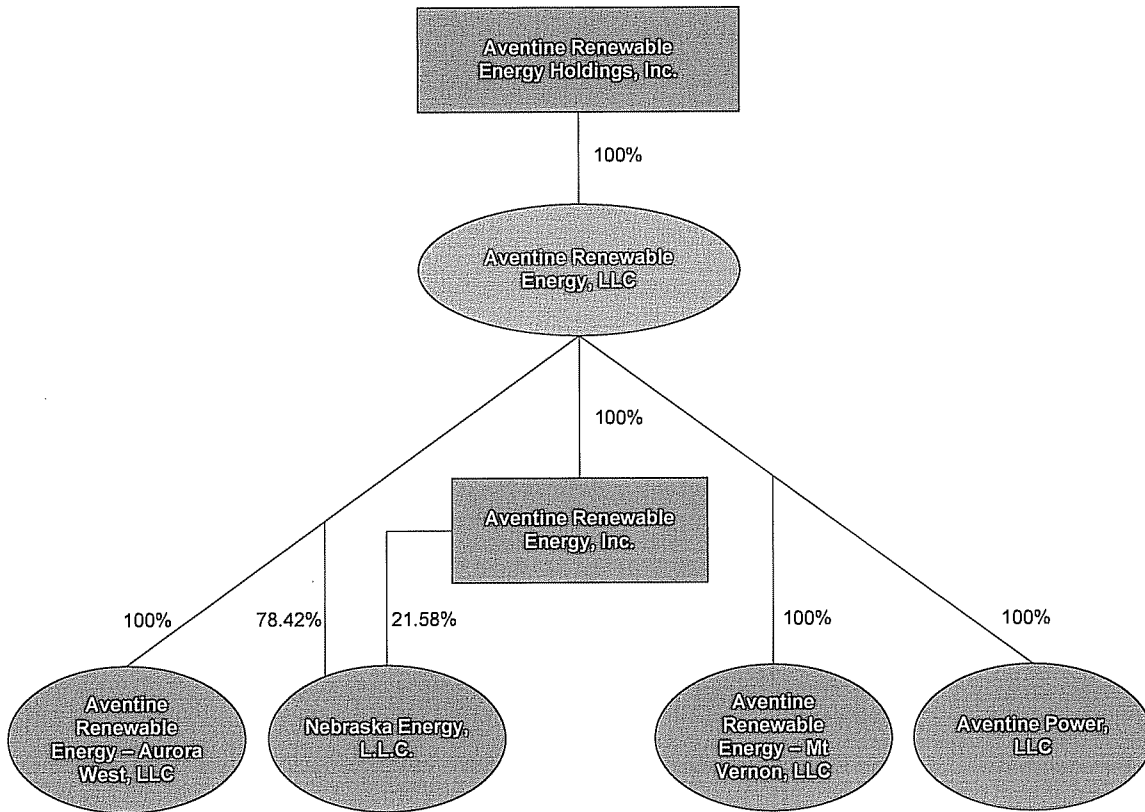


EXHIBIT B
First Day Papers

1. Debtors' Motion for Order Directing Joint Administration of Chapter 11 Cases
2. Application for an Order Authorizing the Retention of The Garden City Group, Inc. as Notice Agent and Claims Agent for the Debtors
3. Motion of the Debtors for an Order (i) Approving Continued Use of the Debtors' Existing Cash Management System, (ii) Authorizing Use of Existing Bank Accounts and Checks, (iii) Waiving the Requirements of 11 U.S.C. § 345(b) on an Interim Basis, and (iv) Granting Administrative Expense Status to Postpetition Intercompany Claims
4. Debtors' Motion for Entry of an Order (i) Prohibiting Utilities From Altering, Refusing or Discontinuing Service, (ii) Deeming Utilities Adequately Assured of Future Performance and (iii) Establishing Procedures for Determining Requests for Additional Adequate Assurance
5. Debtors' Motion for Authorization to (i) Pay Pre-Petition Sales and Use Taxes, and Other Similar Taxes and Fees and (ii) Direct Financial Institutions to Honor and Process Related Checks and Transfers
6. Debtors' Motion for an Order Authorizing the Debtors to Make Installment Payments Under Prepetition Insurance Premium Financing Agreement and Granting Related Relief
7. Motion of the Debtors for an Order Authorizing the Payment of Prepetition Claims of Shippers and Warehousemen
8. Debtors' Motion (i) for Authorization to Pay Pre-Petition Claims of Critical Vendors and (ii) to Authorize and Direct Financial Institutions to Honor and Process Related Checks and Transfers
9. Motion for an Order (A) Authorizing, But Not Directing, the Debtors to Pay Certain Pre-Petition Wages, Compensation and Employee Benefits and Continue Payment of Wages, Compensation and Employee Benefits in the Ordinary Course of Business; and (B) Authorizing and Directing Applicable Banks and Other Financial Institutions to Process and Pay All Checks Presented for Payment and to Honor All Funds Transfer Requests Made by the Debtors Relating to the Foregoing
10. Emergency Motion of the Debtors, for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and

9014 (I) Authorizing Debtors (A) To Obtain Post-Petition Secured Financing and (B) To Utilize Cash Collateral, (II) Granting Adequate Protection to Pre-Petition Secured Parties and (III) Scheduling a Final Hearing

11. Debtors' Motion Pursuant to Sections 105(a) and 362 of the Bankruptcy Code for an Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in the Debtors' Estates