

RECORDATION NO. 27138 FILED

AUG 31 '07 -12 45 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

August 31, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease, dated as of August 31, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller:	Trinity Rail Leasing Trust II 2525 Stemmons Freeway Dallas, TX 75207
Buyer	First Union Rail Corporation One O'Hare Centre 6250 River Road, Suite 5000 Rosemont, IL 60018

• Mr. Vernon A. Williams
August 31, 2007
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A description of the railroad equipment covered by the enclosed document is:

70 railcars: TILX 637783 – TILX 637852.

A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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MEMORANDUM OF ASSIGNMENT OF LEASE
(Surface Transportation Board)

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of August 31, 2007 ("Memorandum") is between Trinity Rail Leasing Trust II, a Delaware statutory trust ("Seller") and First Union Rail Corporation, a North Carolina corporation ("Buyer").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Seller, as lessor, has leased certain railroad cars more particularly described on Schedule 1 attached hereto (the "Equipment") pursuant to that certain Rider One (1) to Railroad Car Lease Agreement dated November 8, 2006 between Iroquois Bio Energy Company, LLC ("Lessee") and Seller (as successor in interest to Trinity Industries Leasing Company), as amended by that certain Amendment No. 1 to Rider One (1) dated November 8, 2006 (collectively, "Rider 1"), which incorporates by reference that certain Railroad Car Lease Agreement dated November 8, 2006 (the "Master Lease") between Lessee and Seller (as successor in interest to Trinity Industries Leasing Company). Rider 1 and the Master Lease, to the extent incorporated into Rider 1 are hereinafter referred to as the "Lease Documents."

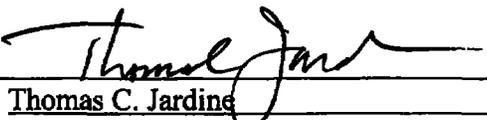
B. Buyer and Seller are parties to that certain Purchase Agreement dated August 31, 2007, and Assignment and Assumption Agreement dated August 31, 2007 pursuant to which Seller has agreed to sell to Buyer the Equipment and to assign to Buyer all of Seller's right, title and interest under the Lease Documents, and Buyer has agreed to purchase the Equipment and agreed to the assignment.

C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written (and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below and that the execution of this Memorandum was the free act and deed of its corporation).

TRINITY RAIL LEASING TRUST II

By: 
Name: Thomas C. Jardine
Title: Vice President

FIRST UNION RAIL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written (and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below and that the execution of this Memorandum was the free act and deed of its corporation).

TRINITY RAIL LEASING TRUST II

By: _____
Name: _____
Title: _____

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour
Name: Richard F. Seymour
Title: Vice President Sales and Marketing

SCHEDULE 1
Description of Equipment

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Mark</u>
1	Iroquois Bio Energy Company, LLC	TILX 637783
2	Iroquois Bio Energy Company, LLC	TILX 637784
3	Iroquois Bio Energy Company, LLC	TILX 637785
4	Iroquois Bio Energy Company, LLC	TILX 637786
5	Iroquois Bio Energy Company, LLC	TILX 637787
6	Iroquois Bio Energy Company, LLC	TILX 637788
7	Iroquois Bio Energy Company, LLC	TILX 637789
8	Iroquois Bio Energy Company, LLC	TILX 637790
9	Iroquois Bio Energy Company, LLC	TILX 637791
10	Iroquois Bio Energy Company, LLC	TILX 637792
11	Iroquois Bio Energy Company, LLC	TILX 637793
12	Iroquois Bio Energy Company, LLC	TILX 637794
13	Iroquois Bio Energy Company, LLC	TILX 637795
14	Iroquois Bio Energy Company, LLC	TILX 637796
15	Iroquois Bio Energy Company, LLC	TILX 637797
16	Iroquois Bio Energy Company, LLC	TILX 637798
17	Iroquois Bio Energy Company, LLC	TILX 637799
18	Iroquois Bio Energy Company, LLC	TILX 637800
19	Iroquois Bio Energy Company, LLC	TILX 637801
20	Iroquois Bio Energy Company, LLC	TILX 637802
21	Iroquois Bio Energy Company, LLC	TILX 637803
22	Iroquois Bio Energy Company, LLC	TILX 637804
23	Iroquois Bio Energy Company, LLC	TILX 637805
24	Iroquois Bio Energy Company, LLC	TILX 637806
25	Iroquois Bio Energy Company, LLC	TILX 637807
26	Iroquois Bio Energy Company, LLC	TILX 637808
27	Iroquois Bio Energy Company, LLC	TILX 637809
28	Iroquois Bio Energy Company, LLC	TILX 637810
29	Iroquois Bio Energy Company, LLC	TILX 637811
30	Iroquois Bio Energy Company, LLC	TILX 637812
31	Iroquois Bio Energy Company, LLC	TILX 637813
32	Iroquois Bio Energy Company,	TILX 637814

	LLC	
33	Iroquois Bio Energy Company, LLC	TILX 637815
34	Iroquois Bio Energy Company, LLC	TILX 637816
35	Iroquois Bio Energy Company, LLC	TILX 637817
36	Iroquois Bio Energy Company, LLC	TILX 637818
37	Iroquois Bio Energy Company, LLC	TILX 637819
38	Iroquois Bio Energy Company, LLC	TILX 637820
39	Iroquois Bio Energy Company, LLC	TILX 637821
40	Iroquois Bio Energy Company, LLC	TILX 637822
41	Iroquois Bio Energy Company, LLC	TILX 637823
42	Iroquois Bio Energy Company, LLC	TILX 637824
43	Iroquois Bio Energy Company, LLC	TILX 637825
44	Iroquois Bio Energy Company, LLC	TILX 637826
45	Iroquois Bio Energy Company, LLC	TILX 637827
46	Iroquois Bio Energy Company, LLC	TILX 637828
47	Iroquois Bio Energy Company, LLC	TILX 637829
48	Iroquois Bio Energy Company, LLC	TILX 637830
49	Iroquois Bio Energy Company, LLC	TILX 637831
50	Iroquois Bio Energy Company, LLC	TILX 637832
51	Iroquois Bio Energy Company, LLC	TILX 637833
52	Iroquois Bio Energy Company, LLC	TILX 637834
53	Iroquois Bio Energy Company, LLC	TILX 637835
54	Iroquois Bio Energy Company, LLC	TILX 637836
55	Iroquois Bio Energy Company, LLC	TILX 637837
56	Iroquois Bio Energy Company, LLC	TILX 637838
57	Iroquois Bio Energy Company, LLC	TILX 637839
58	Iroquois Bio Energy Company, LLC	TILX 637840
59	Iroquois Bio Energy Company, LLC	TILX 637841
60	Iroquois Bio Energy Company, LLC	TILX 637842
61	Iroquois Bio Energy Company, LLC	TILX 637843
62	Iroquois Bio Energy Company, LLC	TILX 637844
63	Iroquois Bio Energy Company, LLC	TILX 637845
64	Iroquois Bio Energy Company, LLC	TILX 637846
65	Iroquois Bio Energy Company, LLC	TILX 637847
66	Iroquois Bio Energy Company, LLC	TILX 637848

67	Iroquois Bio Energy Company, LLC	TILX 637849
68	Iroquois Bio Energy Company, LLC	TILX 637850
69	Iroquois Bio Energy Company, LLC	TILX 637851
70	Iroquois Bio Energy Company, LLC	TILX 637852

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/31/07



Robert W. Alvord