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SURFACE TRANSPORTATION BOARD

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April 22, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Revised Rider No. 1 to Car Service Contract No. 9642, dated March 1, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Assignment and Security Agreement previously filed with the Board under Recordation Number 27849.

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

Lessee: Illinois River Energy, LLC
1900 Steward Road
Rochelle, Illinois 61068

Lessor GATX Corporation
500 Monroe Street
Chicago, Illinois 60661

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A description of the railroad equipment covered by the enclosed document is:

31 railcars within the series GATX 205365 - GATX 205516 as more particularly set forth in the equipment schedule attached to the document.

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

Revised Rider No. 1 to Car Service Contract No. 9642.

Also enclosed is a check in the amount of \$41.00 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,



Edward M. Luria

EML/sem
Enclosures

SURFACE TRANSPORTATION BOARD

March 1, 2009

REVISED
RIDER NO. 1

TO CAR SERVICE CONTRACT NO. 9642

It is hereby agreed that this Rider shall become a part of the above-described Car Service Contract between ILLINOIS RIVER ENERGY, LLC (hereinafter referred to as the "Customer"), and GATX CORPORATION ("GATX"), except as hereinafter otherwise provided, the cars described herein shall be placed in the Customer's service, subject to the terms and conditions in said Car Service Contract at the service charges and for the term hereinafter set forth:

Number of Cars	Type	Approximate Capacity Per Car	Service Charges Per Car Per Month
31	DOT 111-A-100-W-1 noncoiled	30,000 Gallons	\$635.00

Schedule A

GATX Car Numbers Covered by this rider					
205365	205366	205367	205368	205369	205370
205401	205404	205407	205409	205410	205415
205417	205420	205422	205446	205447	205450
205451	205454	205457	205459	205473	205483
205485	205493	205494	205497	205499	205504
205516					

The total mileage for any Car under this Rider shall not exceed thirty six thousand (36,000) miles during any calendar year, and Customer shall pay GATX three cents (\$0.03) per mile for each mile in excess of thirty six thousand (36,000). For any calendar year in which this Rider is in effect for less than six (6) months, there will be no excess mileage charge. If the Rider is in effect for more than six (6) months, then the determination of excess mileage charges will be calculated by multiplying thirty six thousand (36,000) miles by a fraction which is composed of a numerator representing the number of months the Rider is in effect during that calendar year (any fractional month will be treated as a full month for this calculation) and a denominator which is twelve (12). If the actual total miles exceed the ratable allocation miles, then the Customer shall pay GATX three cents (\$0.03) per mile for each of the excess miles

Customer has deposited with GATX the sum of Fifty Nine Thousand and Fifty five Dollars (\$59,055.00) (the "Security Deposit") as security for the faithful performance by Customer of all terms and conditions of this Agreement. GATX shall not be required to pay any interest on the Security Deposit. GATX shall apply the Security Deposit toward the last three months of this lease or against any default of the Customer under this Agreement.

Notwithstanding anything to the contrary in Section 14 of the Car Service Contract, Customer may utilize the cars in unit train service.

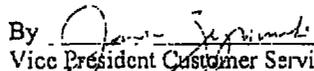
TERM: Commencing upon March 1, 2009 and ending upon September 30, 2011; and the cars shall continue under lease thereafter for successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to the expiration of this initial term or any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release under the terms of the Car Service Contract of the last car covered by this Rider.

Customer consents to the assignment, delegation of duties or other transfer (the "Assignment") by GATX to any wholly-owned subsidiary (the "GATX Subsidiary") of all of its right, title, interest and obligations under this Rider, including, without limitation, the right to receive service charges and all other amounts payable hereunder. From and after the effective date of any such Assignment, for all purposes of the Car Service Contract, the term "GATX" shall refer to the GATX Subsidiary, and all of GATX's rights and obligations hereunder shall be transferred to and become rights and obligations of the GATX Subsidiary. As a condition to any Assignment, GATX shall have entered into a management agreement with the GATX Subsidiary for purposes of allowing the GATX Subsidiary to perform its' obligations under the Car Service Contract.

Customer shall pay all service charges and other amounts due hereunder without deduction as the GATX Subsidiary may direct in writing. Such payments and other rights of the GATX Subsidiary with respect to the cars listed on this Rider shall not be subject to any claim, defense or right of set-off which customer may otherwise have against GATX. The Assignment shall become effective upon the GATX Subsidiary's written assumption of the obligations of GATX under the Car Service Contract and this Rider and written notice to the Customer thereof. In connection with a financing, GATX or the GATX Subsidiary may pledge, hypothecate, grant a mortgage on, or a security interest in, the Car Service Contract and/or any of the cars listed on this Rider.

This Rider may be executed in one or more counterparts (including a facsimile) each of which shall be an original and all of which shall constitute one and the same instrument.

GATX CORPORATION

By  Dated 2/25/09
Vice President Customer Service & Contract Administration

ILLINOIS RIVER ENERGY, LLC

By  Dated 2/24/09
Title Chief Operating Officer

I certify that I hold the title set forth below, that this instrument was signed on behalf of GATX by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of GATX. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

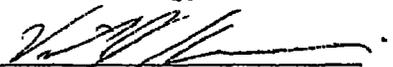
GATX Corporation

By: James Zupancich
Name: James Zupancich
Title: Vice President,
Customer Service &
Contract Administration

* INSTRUMENT IS Revised Rider # 1
TO CAR SERVICE CONTRACT 9642
BETWEEN ILLINOIS RIVER ENERGY, LLC and GATX CORPORATION.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Customer by authority of its managers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Customer. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

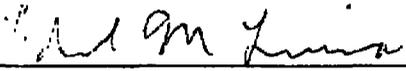
Illinois River Energy, LLC

By: 
Name: Vincent Kwasniewski
Title: Chief Operating Officer

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: April 22, 2009


Edward M. Luria