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SURFACE TRANSPORTATION BOARD

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July 13, 2009

Anne K. Quinlan, Esq.
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 Lease Supplement 2A (CIT Rail Trust 2001-1A), dated as of July 13, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Equipment Lease Agreement and the Memorandum of Lease Supplement IA previously filed with the Board under Recordation Number 23678 and 23678-A, respectively.

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

Lessor: Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Lessee: The CIT Group/Equipment Financing, Inc.
30 South Wacker Drive
Suite 3000
Chicago, Illinois 60606

Anne K. Quinlan, Esq.
July 13, 2009
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A description of the railroad equipment covered by the enclosed document
is:

265 Carbon Black railcars: TCMX 96101 - TCMX 96365.

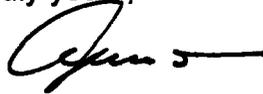
A short summary of the document to appear in the index is:

Lease Supplement 2A (CIT Rail Trust 2001-1A).

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,



Robert W. Alvord

RWA/bhs
Enclosures

RECORDATION NO. 23678-1 FILED

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**LEASE SUPPLEMENT 2A
(CIT Rail Trust 2001-1A)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement 2A (the "Supplement") dated as of July 13, 2009, is between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Lessee").

Witnesseth:

The Lessee has leased from Lessor certain railcars identified on Schedule 1 attached hereto (the "Units") under the Equipment Lease Agreement (CIT Rail Trust 2001-1A) dated as of September 28, 2001, as more fully identified on Schedule 2 attached hereto (the "Lease"), evidence of which was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 attached hereto. Except as expressly provided herein capitalized terms used herein have the meanings specified in the Lease.

The Lessee, as sublessor, desires to assign to Lessor as security for Lessee's obligations under the Lease, Lessee's rights under all of its existing and future subleases with respect to the Units to the extent such subleases relate to Units subject to the Lease (the "Assigned Subleases"), in accordance with Section 8.3 of the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof.

Now, therefore, in consideration of the premises and other good and sufficient consideration, receipt whereof is acknowledged, the Lessee hereby agrees as follows:

1. The Lessee, as sublessor, does hereby assign, transfer, convey and grant to Lessor, as security for Lessee's obligations under the Lease, all of its right, title and interest in, and under the Assigned Subleases, to the extent related to the Units subject to the Lease. Lessee further agrees that upon the occurrence and continuation of an Event of Default under the Lease that Lessor shall be entitled to give any notices, directions, consents or waivers under and in respect of the Assigned Subleases to the extent related to the Units subject to the Lease and exercise such other rights and remedies with respect thereto of a secured party under applicable law; provided that Lessee shall continue to be entitled to give such notices, directions, consents or waivers and exercise such rights and remedies without consent or approval of the Lessor unless and until an Event of Default under the Lease shall have occurred and be continuing. Notwithstanding the foregoing, unless and until the occurrence and continuation of an Event of Default, all payments of rent and other amounts under the Assigned Subleases shall continue to be paid to the Lessee.

2. THIS SUPPLEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK

GENERAL OBLIGATIONS LAW BUT EXCLUDING TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

3. Certain of the right, title and interest of Lessor in and to the Lease, including this Supplement, and the Assigned Subleases, have been assigned as collateral security to, and are subject to a security interest in favor of, Manufacturers and Traders Trust Company, not in its individual capacity but solely as Indenture Trustee under a Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A), dated as of September 28, 2001, as more fully identified on Schedule 2 attached hereto (the "Indenture") between said Indenture Trustee, as secured party, and Lessor, as debtor.

4. No term, covenant, agreement or condition of this Supplement may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing executed by each party hereto and except as may be permitted by the terms of the Indenture.

5. The Lessee wishes to show for public record this Supplement and accordingly has caused this Supplement to be executed by its officers thereunto duly authorized, as of the date first above written.

6. This Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

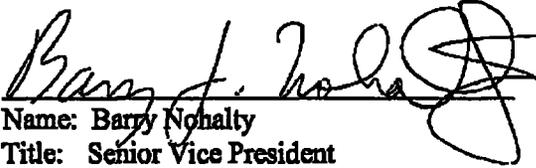
7. This Supplement or a counterpart or copy hereof or evidence hereof may be filed or recorded in any public office as may be necessary or appropriate to protect the interest of Lessor or the Indenture Trustee herein or in the Assigned Subleases. Lessee will duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Supplement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor and the Indenture Trustee hereunder.

8. It is expressly agreed and understood that all representations, warranties and undertakings of Lessor hereunder shall be binding upon Lessor only in its capacity as Owner Trustee under the Trust Agreement and in no case shall the Trust Company be personally liable for or on account of any statements, representations, warranties, covenants or obligations of Lessor hereunder.

* * *

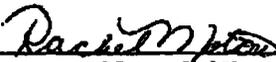
IN WITNESS WHEREOF, the Lessee and the Lessor have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC., as Lessee

By: 
Name: Barry Nohalty
Title: Senior Vice President

STATE OF IL)
COUNTY OF Cook) ss:

The foregoing Lease Supplement (CIT Rail Trust 2001-1A) was acknowledged before me, the undersigned Notary Public, in the County of Cook this 16th day of June, 2009 by Barry Nohalty, as Senior Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC.


Notary Public

My commission expires: 02/06/12

[Notarial Seal]



[signatures continue on following page]

Schedule 1
(Description of Equipment)

Equipment Group	Number	Description/Type	Mark and Numbers
1	265	Carbon Black Cars	See Schedule 1-A attached hereto

Schedule 1-A
(Marks / Numbers)

TCMX	96101	TCMX	96142	TCMX	96182	TCMX	96224
TCMX	96102	TCMX	96143	TCMX	96183	TCMX	96225
TCMX	96103	TCMX	96144	TCMX	96184	TCMX	96226
TCMX	96104	TCMX	96145	TCMX	96185	TCMX	96227
TCMX	96105	TCMX	96146	TCMX	96186	TCMX	96228
TCMX	96106	TCMX	96147	TCMX	96187	TCMX	96229
TCMX	96107	TCMX	96148	TCMX	96188	TCMX	96230
TCMX	96108	TCMX	96149	TCMX	96189	TCMX	96231
TCMX	96109	TCMX	96150	TCMX	96190	TCMX	96232
TCMX	96110	TCMX	96151	TCMX	96191	TCMX	96233
TCMX	96111	TCMX	96152	TCMX	96192	TCMX	96234
TCMX	96112	TCMX	96153	TCMX	96193	TCMX	96235
TCMX	96113	TCMX	96154	TCMX	96194	TCMX	96236
TCMX	96114	TCMX	96155	TCMX	96195	TCMX	96237
TCMX	96115	TCMX	96156	TCMX	96196	TCMX	96238
TCMX	96116	TCMX	96157	TCMX	96197	TCMX	96239
TCMX	96117	TCMX	96158	TCMX	96198	TCMX	96240
TCMX	96118	TCMX	96159	TCMX	96200	TCMX	96241
TCMX	96119	TCMX	96160	TCMX	96201	TCMX	96242
TCMX	96120	TCMX	96161	TCMX	96202	TCMX	96243
TCMX	96121	TCMX	96162	TCMX	96203	TCMX	96244
TCMX	96122	TCMX	96163	TCMX	96204	TCMX	96245
TCMX	96123	TCMX	96164	TCMX	96205	TCMX	96246
TCMX	96125	TCMX	96165	TCMX	96206	TCMX	96247
TCMX	96126	TCMX	96166	TCMX	96207	TCMX	96248
TCMX	96127	TCMX	96167	TCMX	96208	TCMX	96249
TCMX	96128	TCMX	96168	TCMX	96209	TCMX	96250
TCMX	96129	TCMX	96169	TCMX	96210	TCMX	96251
TCMX	96130	TCMX	96170	TCMX	96211	TCMX	96252
TCMX	96131	TCMX	96171	TCMX	96212	TCMX	96253
TCMX	96132	TCMX	96172	TCMX	96213	TCMX	96254
TCMX	96133	TCMX	96173	TCMX	96214	TCMX	96255
TCMX	96134	TCMX	96174	TCMX	96215	TCMX	96256
TCMX	96135	TCMX	96175	TCMX	96216	TCMX	96257
TCMX	96136	TCMX	96176	TCMX	96217	TCMX	96258
TCMX	96137	TCMX	96177	TCMX	96218	TCMX	96259
TCMX	96138	TCMX	96178	TCMX	96219	TCMX	96260
TCMX	96139	TCMX	96179	TCMX	96220	TCMX	96261
TCMX	96140	TCMX	96180	TCMX	96221	TCMX	96262
TCMX	96141	TCMX	96181	TCMX	96222	TCMX	96263

TCMX	96264	TCMX	96291	TCMX	96319	TCMX	96346
TCMX	96265	TCMX	96292	TCMX	96320	TCMX	96347
TCMX	96266	TCMX	96293	TCMX	96321	TCMX	96348
TCMX	96267	TCMX	96294	TCMX	96322	TCMX	96349
TCMX	96268	TCMX	96295	TCMX	96323	TCMX	96350
TCMX	96269	TCMX	96296	TCMX	96324	TCMX	96351
TCMX	96270	TCMX	96297	TCMX	96325	TCMX	96352
TCMX	96271	TCMX	96298	TCMX	96326	TCMX	96353
TCMX	96272	TCMX	96299	TCMX	96327	TCMX	96354
TCMX	96273	TCMX	96300	TCMX	96328	TCMX	96355
TCMX	96274	TCMX	96301	TCMX	96329	TCMX	96356
TCMX	96275	TCMX	96302	TCMX	96330	TCMX	96357
TCMX	96276	TCMX	96303	TCMX	96331	TCMX	96358
TCMX	96277	TCMX	96304	TCMX	96332	TCMX	96359
TCMX	96278	TCMX	96305	TCMX	96333	TCMX	96360
TCMX	96279	TCMX	96306	TCMX	96334	TCMX	96361
TCMX	96280	TCMX	96308	TCMX	96335	TCMX	96362
TCMX	96281	TCMX	96309	TCMX	96336	TCMX	96363
TCMX	96282	TCMX	96310	TCMX	96337	TCMX	96364
TCMX	96283	TCMX	96311	TCMX	96338	TCMX	96365
TCMX	96284	TCMX	96312	TCMX	96339	TCMX	96124
TCMX	96285	TCMX	96313	TCMX	96340	TCMX	96199
TCMX	96286	TCMX	96314	TCMX	96341	TCMX	96223
TCMX	96287	TCMX	96315	TCMX	96342	TCMX	96307
TCMX	96288	TCMX	96316	TCMX	96343		
TCMX	96289	TCMX	96317	TCMX	96344		
TCMX	96290	TCMX	96318	TCMX	96345		

Schedule 2
(Description of the Indenture and the Lease)

Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A), as supplemented by that certain Trust Indenture Supplement 1A (CIT Rail Trust 2001-1A), each dated as of September 28, 2001, as amended pursuant to that certain Pass Through Trustee and Amendment Letter Agreement dated as of November 7, 2001

Equipment Lease Agreement (CIT Rail Trust 2001-1A), as supplemented by that certain Lease Supplement 1A (CIT Rail Trust 2001-1A), each dated as of September 28, 2001, as amended pursuant to that certain Pass Through Trustee and Amendment Letter Agreement dated as of November 7, 2001

Schedule 3
(Filing Information)

A (x) Memorandum of Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:15 p.m. under recordation number 23678-B, and (ii) the Registrar General of Canada on September 28, 2001, and (y) Memorandum of Trust Indenture Supplement 1A (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:19 p.m. under recordation number 23678-C, and (ii) the Registrar General of Canada on September 28, 2001

A (x) Memorandum of Equipment Lease Agreement (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:02 p.m. under recordation number 23678, and (ii) the Registrar General of Canada on September 28, 2001, and (y) Memorandum of Lease Supplement 1A (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:08 p.m. under recordation number 23678-A, and (ii) the Registrar General of Canada on September 28, 2001

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:

7/13/09



Robert W. Alvord