

RECORDATION NO. 23680-E FILED

APR 30 '04 3-20PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

April 30, 2004

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

Re: CIT Rail Trust 2001-1D

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Trust Indenture Supplement 2D, dated April 30, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement filed with the Board under Recordation Number 23680.

The name and address of the party to the enclosed document are:

Owner/Trustee: Wells Fargo Bank Northwest, N.A.
79 South Main Street
Salt Lake City, Utah 84111

[Indenture Trustee: Manufacturers and Traders Trust Company
(successor to Allfirst Bank)
25 South Charles Street
Baltimore, MD 21202]

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

9 railcars added to the Trust indenture:

CEFX 10395 – CEFX 10403

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

Trust Indenture Supplement 2D

Also enclosed is a check in the amount of \$30.00 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/anm
Enclosures

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**TRUST INDENTURE SUPPLEMENT 2D
(CIT Rail Trust 2001-1D)**

SURFACE TRANSPORTATION BOARD

This Indenture Supplement 2D (CIT Rail Trust 2001-1D), dated April 30, 2004 (this "Indenture Supplement"), of WELLS FARGO BANK NORTHWEST, N.A, a national banking association, not in its individual capacity except as expressly provided herein but solely as owner trustee (the "Owner Trustee") under the Trust Agreement (CIT Rail Trust 2001-1D), dated as of September 28, 2001 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and FIRST CHICAGO LEASING CORPORATION, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (CIT Rail Trust 2001-1D) dated as of September 28, 2001 (the "Indenture"), between the Owner Trustee and MANUFACTURERS AND TRADERS TRUST COMPANY (successor by merger to Allfirst Bank) as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease and shall specifically mortgage such Units to the Indenture Trustee; and

WHEREAS, the Indenture includes the Replacement Units described in the attached Schedule 1 and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and Make-Whole Amount, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Units described in the attached Schedule 1 hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and

(Trust Indenture Supplement 2D)

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provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

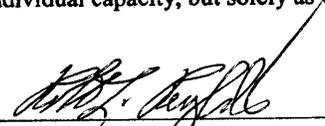
This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the attached Schedule 1 hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

* * *

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity, but solely as Owner
Trustee

By: 
Name: ROBERT L. REYNOLDS
Title: VICE PRESIDENT

Schedule 1

REPLACEMENT UNITS

<u>Car Type</u>	<u>Description</u>	<u>Number of Cars</u>	<u>Car Mark</u>	<u>Car Number</u>
C114	Grain Hoppers	9	CEFX	10395
	CC: 5,100 & 5,400		CEFX	10396
			CEFX	10397
			CEFX	10398
			CEFX	10399
			CEFX	10400
			CEFX	10401
			CEFX	10402
			CEFX	10403

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