

RECORDATION NO. 25875-1 **FILED**

JUN 23 '09 -9 0 0 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W
SUITE 301
WASHINGTON, D.C
20036

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June 23, 2009

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

Re: CIT Rail Trust 2005-1

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 No. 5 (CIT Rail Trust 2005-1), dated June 23, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement, Lease Supplement No. 1 and Lease Supplement No. 2 and related documents previously filed with the Board under Recordation Numbers 25875.

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

Lessor: Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Lessee: The CIT Group/Equipment Financing, Inc.
11 West 42nd Street
New York, NY 10017

Anne K. Quinlan, Esquire
June 23, 2009
Page 2

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

680 railcars as follows: 215 flatcars within the series ATW 300200 - ATW 300435 as more particularly set forth in the attachment to the document; 140 gondolas MWGX 0001 - MWGX 0140; 185 flatcars within the series ATW 300202 - ATW 300599 as more particularly set forth in the attachment to the document; and 140 gondolas MWGX 0141 - MWGX 0280.

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

Lease Supplement No. 5 (CIT Rail Trust 2005-1).

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/sem
Enclosures

RECORDATION NO. 25875-D

JUN 23 '09 -9 0 0 AM

**LEASE SUPPLEMENT NO. 5
(CIT Rail Trust 2005-1)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 5 (the "Supplement") dated as of June 23, 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 2005-1) dated as of September 30, 2005, 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, to 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 a Lease 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 a Lease Event of Default under the Lease shall have occurred and be continuing. Notwithstanding the foregoing, unless and until the occurrence and continuation of a Lease 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, Wilmington Trust Company, not in its individual capacity but solely as Indenture Trustee under a Trust Indenture and Security Agreement (CIT Rail Trust 2005-1), dated as of September 30, 2005, 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.

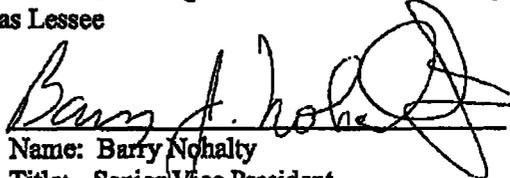
8. It is expressly agreed and understood that all representations, warranties and undertakings of Lessor hereunder shall be binding upon Lessor only in its capacity as Owner Trustee under the Trust Agreement and in no case shall the Trust Company be personally liable for or on account of any statements,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

The foregoing Lease Supplement (CIT Rail Trust 2005-1) 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)

| Basic Group | Number | Description/Type | Mark and Numbers |
|-------------|--------|---|----------------------------------|
| A | 215 | 110 ton, 73 ft., National Steel Riserless Type Centerbeam Flat Cars | See Schedule 1-A attached hereto |
| B | 140 | 4493 cu. ft. Johnstown BethGon II Coal Gondolas | See Schedule 1-B attached hereto |
| C | 185 | 110 ton, 73 ft., National Steel Riserless Type Centerbeam Flat Cars | See Schedule 1-C attached hereto |
| D | 140 | 4493 cu. ft. Johnstown BethGon II Coal Gondolas | See Schedule 1-D attached hereto |

Schedule 1-A
(Marks / Numbers)

| | | | |
|------------|------------|------------|------------|
| ATW 300200 | ATW 300245 | ATW 300288 | ATW 300331 |
| ATW 300201 | ATW 300246 | ATW 300289 | ATW 300332 |
| ATW 300203 | ATW 300247 | ATW 300290 | ATW 300333 |
| ATW 300204 | ATW 300248 | ATW 300291 | ATW 300334 |
| ATW 300206 | ATW 300249 | ATW 300292 | ATW 300335 |
| ATW 300207 | ATW 300250 | ATW 300293 | ATW 300336 |
| ATW 300208 | ATW 300251 | ATW 300294 | ATW 300337 |
| ATW 300209 | ATW 300252 | ATW 300295 | ATW 300338 |
| ATW 300210 | ATW 300253 | ATW 300296 | ATW 300339 |
| ATW 300211 | ATW 300254 | ATW 300297 | ATW 300340 |
| ATW 300212 | ATW 300255 | ATW 300298 | ATW 300341 |
| ATW 300213 | ATW 300256 | ATW 300299 | ATW 300342 |
| ATW 300214 | ATW 300257 | ATW 300300 | ATW 300343 |
| ATW 300215 | ATW 300258 | ATW 300301 | ATW 300344 |
| ATW 300216 | ATW 300259 | ATW 300302 | ATW 300345 |
| ATW 300217 | ATW 300260 | ATW 300303 | ATW 300346 |
| ATW 300218 | ATW 300261 | ATW 300304 | ATW 300347 |
| ATW 300219 | ATW 300262 | ATW 300305 | ATW 300348 |
| ATW 300220 | ATW 300263 | ATW 300306 | ATW 300349 |
| ATW 300221 | ATW 300264 | ATW 300307 | ATW 300350 |
| ATW 300222 | ATW 300265 | ATW 300308 | ATW 300351 |
| ATW 300223 | ATW 300266 | ATW 300309 | ATW 300352 |
| ATW 300224 | ATW 300267 | ATW 300310 | ATW 300353 |
| ATW 300225 | ATW 300268 | ATW 300311 | ATW 300354 |
| ATW 300226 | ATW 300269 | ATW 300312 | ATW 300355 |
| ATW 300227 | ATW 300270 | ATW 300313 | ATW 300356 |
| ATW 300228 | ATW 300271 | ATW 300314 | ATW 300357 |
| ATW 300229 | ATW 300272 | ATW 300315 | ATW 300358 |
| ATW 300230 | ATW 300273 | ATW 300316 | ATW 300360 |
| ATW 300231 | ATW 300274 | ATW 300317 | ATW 300361 |
| ATW 300232 | ATW 300275 | ATW 300318 | ATW 300362 |
| ATW 300233 | ATW 300276 | ATW 300319 | ATW 300363 |
| ATW 300234 | ATW 300277 | ATW 300320 | ATW 300364 |
| ATW 300235 | ATW 300278 | ATW 300321 | ATW 300365 |
| ATW 300236 | ATW 300279 | ATW 300322 | ATW 300366 |
| ATW 300237 | ATW 300280 | ATW 300323 | ATW 300367 |
| ATW 300238 | ATW 300281 | ATW 300324 | ATW 300368 |
| ATW 300239 | ATW 300282 | ATW 300325 | ATW 300369 |
| ATW 300240 | ATW 300283 | ATW 300326 | ATW 300370 |
| ATW 300241 | ATW 300284 | ATW 300327 | ATW 300371 |
| ATW 300242 | ATW 300285 | ATW 300328 | ATW 300372 |
| ATW 300243 | ATW 300286 | ATW 300329 | ATW 300373 |
| ATW 300244 | ATW 300287 | ATW 300330 | ATW 300374 |

| | | | | | | | |
|-----|--------|-----|--------|-----|--------|-----|--------|
| ATW | 300376 | ATW | 300393 | ATW | 300404 | ATW | 300416 |
| ATW | 300377 | ATW | 300394 | ATW | 300405 | ATW | 300417 |
| ATW | 300378 | ATW | 300395 | ATW | 300406 | ATW | 300421 |
| ATW | 300379 | ATW | 300396 | ATW | 300407 | ATW | 300422 |
| ATW | 300380 | ATW | 300397 | ATW | 300408 | ATW | 300423 |
| ATW | 300381 | ATW | 300398 | ATW | 300409 | ATW | 300424 |
| ATW | 300382 | ATW | 300399 | ATW | 300410 | ATW | 300425 |
| ATW | 300383 | ATW | 300400 | ATW | 300411 | ATW | 300431 |
| ATW | 300384 | ATW | 300401 | ATW | 300412 | ATW | 300432 |
| ATW | 300391 | ATW | 300402 | ATW | 300414 | ATW | 300435 |
| ATW | 300392 | ATW | 300403 | ATW | 300415 | | |

Schedule 1-B
(Marks / Numbers)

| | | | | | | | |
|------|----|------|----|------|-----|------|-----|
| MWGX | 1 | MWGX | 36 | MWGX | 71 | MWGX | 106 |
| MWGX | 2 | MWGX | 37 | MWGX | 72 | MWGX | 107 |
| MWGX | 3 | MWGX | 38 | MWGX | 73 | MWGX | 108 |
| MWGX | 4 | MWGX | 39 | MWGX | 74 | MWGX | 109 |
| MWGX | 5 | MWGX | 40 | MWGX | 75 | MWGX | 110 |
| MWGX | 6 | MWGX | 41 | MWGX | 76 | MWGX | 111 |
| MWGX | 7 | MWGX | 42 | MWGX | 77 | MWGX | 112 |
| MWGX | 8 | MWGX | 43 | MWGX | 78 | MWGX | 113 |
| MWGX | 9 | MWGX | 44 | MWGX | 79 | MWGX | 114 |
| MWGX | 10 | MWGX | 45 | MWGX | 80 | MWGX | 115 |
| MWGX | 11 | MWGX | 46 | MWGX | 81 | MWGX | 116 |
| MWGX | 12 | MWGX | 47 | MWGX | 82 | MWGX | 118 |
| MWGX | 13 | MWGX | 48 | MWGX | 83 | MWGX | 119 |
| MWGX | 14 | MWGX | 49 | MWGX | 84 | MWGX | 120 |
| MWGX | 15 | MWGX | 50 | MWGX | 85 | MWGX | 121 |
| MWGX | 16 | MWGX | 51 | MWGX | 86 | MWGX | 122 |
| MWGX | 17 | MWGX | 52 | MWGX | 87 | MWGX | 123 |
| MWGX | 18 | MWGX | 53 | MWGX | 88 | MWGX | 124 |
| MWGX | 19 | MWGX | 54 | MWGX | 89 | MWGX | 125 |
| MWGX | 20 | MWGX | 55 | MWGX | 90 | MWGX | 126 |
| MWGX | 21 | MWGX | 56 | MWGX | 91 | MWGX | 127 |
| MWGX | 22 | MWGX | 57 | MWGX | 92 | MWGX | 128 |
| MWGX | 23 | MWGX | 58 | MWGX | 93 | MWGX | 129 |
| MWGX | 24 | MWGX | 59 | MWGX | 94 | MWGX | 130 |
| MWGX | 25 | MWGX | 60 | MWGX | 95 | MWGX | 131 |
| MWGX | 26 | MWGX | 61 | MWGX | 96 | MWGX | 132 |
| MWGX | 27 | MWGX | 62 | MWGX | 97 | MWGX | 133 |
| MWGX | 28 | MWGX | 63 | MWGX | 98 | MWGX | 134 |
| MWGX | 29 | MWGX | 64 | MWGX | 99 | MWGX | 135 |
| MWGX | 30 | MWGX | 65 | MWGX | 100 | MWGX | 136 |
| MWGX | 31 | MWGX | 66 | MWGX | 101 | MWGX | 137 |
| MWGX | 32 | MWGX | 67 | MWGX | 102 | MWGX | 138 |
| MWGX | 33 | MWGX | 68 | MWGX | 103 | MWGX | 139 |
| MWGX | 34 | MWGX | 69 | MWGX | 104 | MWGX | 140 |
| MWGX | 35 | MWGX | 70 | MWGX | 105 | MWGX | 117 |

Schedule 1-C
(Marks / Numbers)

| | | | |
|------------|------------|------------|------------|
| ATW 300202 | ATW 300459 | ATW 300502 | ATW 300545 |
| ATW 300205 | ATW 300460 | ATW 300503 | ATW 300546 |
| ATW 300359 | ATW 300461 | ATW 300504 | ATW 300547 |
| ATW 300375 | ATW 300462 | ATW 300505 | ATW 300548 |
| ATW 300385 | ATW 300463 | ATW 300506 | ATW 300549 |
| ATW 300386 | ATW 300464 | ATW 300507 | ATW 300550 |
| ATW 300387 | ATW 300465 | ATW 300508 | ATW 300551 |
| ATW 300388 | ATW 300466 | ATW 300509 | ATW 300552 |
| ATW 300389 | ATW 300467 | ATW 300510 | ATW 300553 |
| ATW 300390 | ATW 300468 | ATW 300511 | ATW 300554 |
| ATW 300413 | ATW 300469 | ATW 300512 | ATW 300555 |
| ATW 300418 | ATW 300470 | ATW 300513 | ATW 300556 |
| ATW 300419 | ATW 300471 | ATW 300514 | ATW 300557 |
| ATW 300420 | ATW 300472 | ATW 300515 | ATW 300558 |
| ATW 300426 | ATW 300473 | ATW 300516 | ATW 300559 |
| ATW 300427 | ATW 300474 | ATW 300517 | ATW 300560 |
| ATW 300428 | ATW 300475 | ATW 300518 | ATW 300561 |
| ATW 300429 | ATW 300476 | ATW 300519 | ATW 300562 |
| ATW 300430 | ATW 300477 | ATW 300520 | ATW 300563 |
| ATW 300433 | ATW 300478 | ATW 300521 | ATW 300564 |
| ATW 300434 | ATW 300479 | ATW 300522 | ATW 300565 |
| ATW 300436 | ATW 300480 | ATW 300523 | ATW 300566 |
| ATW 300437 | ATW 300481 | ATW 300524 | ATW 300567 |
| ATW 300438 | ATW 300482 | ATW 300525 | ATW 300568 |
| ATW 300439 | ATW 300483 | ATW 300526 | ATW 300569 |
| ATW 300440 | ATW 300484 | ATW 300527 | ATW 300570 |
| ATW 300441 | ATW 300485 | ATW 300528 | ATW 300571 |
| ATW 300442 | ATW 300486 | ATW 300529 | ATW 300572 |
| ATW 300443 | ATW 300487 | ATW 300530 | ATW 300574 |
| ATW 300444 | ATW 300488 | ATW 300531 | ATW 300575 |
| ATW 300445 | ATW 300489 | ATW 300532 | ATW 300576 |
| ATW 300447 | ATW 300490 | ATW 300533 | ATW 300577 |
| ATW 300448 | ATW 300491 | ATW 300534 | ATW 300578 |
| ATW 300449 | ATW 300492 | ATW 300535 | ATW 300579 |
| ATW 300450 | ATW 300493 | ATW 300536 | ATW 300580 |
| ATW 300451 | ATW 300494 | ATW 300537 | ATW 300581 |
| ATW 300452 | ATW 300495 | ATW 300538 | ATW 300582 |
| ATW 300453 | ATW 300496 | ATW 300539 | ATW 300583 |
| ATW 300454 | ATW 300497 | ATW 300540 | ATW 300584 |
| ATW 300455 | ATW 300498 | ATW 300541 | ATW 300585 |
| ATW 300456 | ATW 300499 | ATW 300542 | ATW 300586 |
| ATW 300457 | ATW 300500 | ATW 300543 | ATW 300587 |
| ATW 300458 | ATW 300501 | ATW 300544 | ATW 300588 |

ATW 300589
ATW 300590
ATW 300591
ATW 300592

ATW 300593
ATW 300594
ATW 300595
ATW 300596

ATW 300597
ATW 300598
ATW 300599
ATW 300446

ATW 300573

Schedule 1-D
(Marks / Numbers)

| | | | | | | | |
|------|-----|------|-----|------|-----|------|-----|
| MWGX | 141 | MWGX | 180 | MWGX | 219 | MWGX | 259 |
| MWGX | 143 | MWGX | 181 | MWGX | 220 | MWGX | 260 |
| MWGX | 145 | MWGX | 182 | MWGX | 221 | MWGX | 261 |
| MWGX | 146 | MWGX | 183 | MWGX | 222 | MWGX | 262 |
| MWGX | 147 | MWGX | 184 | MWGX | 223 | MWGX | 263 |
| MWGX | 148 | MWGX | 185 | MWGX | 224 | MWGX | 264 |
| MWGX | 149 | MWGX | 186 | MWGX | 225 | MWGX | 265 |
| MWGX | 151 | MWGX | 187 | MWGX | 226 | MWGX | 266 |
| MWGX | 152 | MWGX | 188 | MWGX | 227 | MWGX | 267 |
| MWGX | 153 | MWGX | 189 | MWGX | 228 | MWGX | 268 |
| MWGX | 154 | MWGX | 190 | MWGX | 229 | MWGX | 269 |
| MWGX | 155 | MWGX | 191 | MWGX | 230 | MWGX | 271 |
| MWGX | 156 | MWGX | 192 | MWGX | 232 | MWGX | 272 |
| MWGX | 158 | MWGX | 194 | MWGX | 233 | MWGX | 273 |
| MWGX | 159 | MWGX | 195 | MWGX | 234 | MWGX | 274 |
| MWGX | 160 | MWGX | 196 | MWGX | 235 | MWGX | 275 |
| MWGX | 161 | MWGX | 197 | MWGX | 236 | MWGX | 276 |
| MWGX | 162 | MWGX | 199 | MWGX | 237 | MWGX | 277 |
| MWGX | 163 | MWGX | 200 | MWGX | 238 | MWGX | 278 |
| MWGX | 164 | MWGX | 201 | MWGX | 239 | MWGX | 279 |
| MWGX | 165 | MWGX | 203 | MWGX | 240 | MWGX | 280 |
| MWGX | 166 | MWGX | 204 | MWGX | 242 | MWGX | 142 |
| MWGX | 167 | MWGX | 205 | MWGX | 243 | MWGX | 144 |
| MWGX | 168 | MWGX | 206 | MWGX | 244 | MWGX | 150 |
| MWGX | 169 | MWGX | 207 | MWGX | 246 | MWGX | 157 |
| MWGX | 170 | MWGX | 208 | MWGX | 247 | MWGX | 193 |
| MWGX | 171 | MWGX | 210 | MWGX | 248 | MWGX | 198 |
| MWGX | 172 | MWGX | 211 | MWGX | 249 | MWGX | 202 |
| MWGX | 173 | MWGX | 212 | MWGX | 250 | MWGX | 209 |
| MWGX | 174 | MWGX | 213 | MWGX | 251 | MWGX | 231 |
| MWGX | 175 | MWGX | 214 | MWGX | 253 | MWGX | 241 |
| MWGX | 176 | MWGX | 215 | MWGX | 254 | MWGX | 245 |
| MWGX | 177 | MWGX | 216 | MWGX | 256 | MWGX | 252 |
| MWGX | 178 | MWGX | 217 | MWGX | 257 | MWGX | 255 |
| MWGX | 179 | MWGX | 218 | MWGX | 258 | MWGX | 270 |

Schedule 2
(Description of the Indenture and the Lease)

Trust Indenture and Security Agreement (CIT Rail Trust 2005-1) dated as of September 30, 2005, as supplemented by that certain Trust Indenture Supplement No. 1 and Trust Indenture Supplement No. 2, each dated as of September 30, 2005, as further supplemented by that certain Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4, each dated as of November 30, 2005

Equipment Lease Agreement (CIT Rail Trust 2005-1) dated as of September 30, 2005, as supplemented by that certain Lease Supplement No. 1 and Lease Supplement No. 2, each dated as of September 30, 2005, as further supplemented by that certain Lease Supplement No. 3 and Lease Supplement No. 4, each dated as of November 30, 2005

Schedule 3
(Filing Information)

A (x) Memorandum of Trust Indenture and Security Agreement, Trust Indenture Supplement No. 1 and Trust Indenture Supplement No. 2 was filed with (i) the Surface Transportation Board on September 30, 2005 at 5:43 p.m. under recordation number 25875-A, and (ii) the Registrar General of Canada on September 30, 2005 at 4:05 p.m., and (y) Memorandum of Trust Indenture Supplement No. 3 and Trust Indenture Supplement No. 4 was filed with (i) the Surface Transportation Board on November 30, 2005 at 4:31 p.m. under recordation number 25875-C, and (ii) the Registrar General of Canada on November 30, 2005 at 5:01 p.m.

A (x) Memorandum of Lease Agreement, Lease Supplement No. 1 and Lease Supplement No. 2 was filed with (i) the Surface Transportation Board on September 30, 2005 at 5:40 p.m. under recordation number 25875, and (ii) the Registrar General of Canada on September 30, 2005 at 4:05 p.m., and (y) Memorandum of Lease Supplement No. 3 and Lease Supplement No. 4 was filed with (i) the Surface Transportation Board on November 30, 2005 at 4:24 p.m. under recordation number 25875-B, and (ii) the Registrar General of Canada on November 30, 2005 at 5:01 p.m.

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:

6/23/09



Robert W. Alvord