

RECORDED 23683-F

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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 3G (CIT Rail Trust 2001-1G), 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 IG previously filed with the Board under Recordation Number 23683 and 23683-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.
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A description of the railroad equipment covered by the enclosed document is:

30 EMD SD 90 MAC locomotives: CEFX 100 - CEFX 122, CEFX 127 - CEFX 128, CEFX 130, INRD 9001- INRD 9003 and INRD 9007.

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

Lease Supplement 3G (CIT Rail Trust 2001-1G).

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,

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

Robert W. Alvord

RWA/bhs
Enclosures

RECORDATION NO. 23683-F FILED

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**LEASE SUPPLEMENT 3G
(CIT Rail Trust 2001-1G)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement 3G (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 2001-1G) 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, 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 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 2001-1G), 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: *Barry F. Nohalty*
Name: Barry Nohalty
Title: Senior Vice President

STATE OF IL)
) ss:
COUNTY OF COOK)

The foregoing Lease Supplement (CIT Rail Trust 2001-1G) 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.

Rachel Moton
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
7	30	EMD SD 90 MAC Locomotives	See Schedule 1-A attached hereto

**Schedule 1-A
(Marks / Numbers)**

CEFX	100	CEFX	108	CEFX	116	CEFX	128
CEFX	101	CEFX	109	CEFX	117	CEFX	130
CEFX	102	CEFX	110	CEFX	118	INRD	9001
CEFX	103	CEFX	111	CEFX	119	INRD	9002
CEFX	104	CEFX	112	CEFX	120	INRD	9003
CEFX	105	CEFX	113	CEFX	121	INRD	9007
CEFX	106	CEFX	114	CEFX	122		
CEFX	107	CEFX	115	CEFX	127		

Schedule 2
(Description of the Indenture and the Lease)

Trust Indenture and Security Agreement (CIT Rail Trust 2001-1G), as supplemented by that certain Trust Indenture Supplement 1G (CIT Rail Trust 2001-1G), 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, as further supplemented by that certain Trust Indenture Supplement 2G dated as of June 5, 2009

Equipment Lease Agreement (CIT Rail Trust 2001-1G), as supplemented by that certain Lease Supplement 1G (CIT Rail Trust 2001-1G), 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, as further supplemented by that certain Lease Supplement 2G dated as of June 5, 2009

Schedule 3
(Filing Information)

A (x) Memorandum of Trust Indenture and Security Agreement (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on September 27, 2001 at 4:30 p.m. under recordation number 23683-B, and (ii) the Registrar General of Canada on September 28, 2001, (y) Memorandum of Trust Indenture Supplement 1G (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on September 27, 2001 at 4:34 p.m. under recordation number 23683-C, and (ii) the Registrar General of Canada on September 28, 2001, and (z) Trust Indenture Supplement 2G (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on June 16, 2009 at 2:00 p.m. under recordation number 23683-E, and (ii) the Registrar General of Canada on June 16, 2009

A (x) Memorandum of Equipment Lease Agreement (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on September 27, 2001 at 4:23 p.m. under recordation number 23683, and (ii) the Registrar General of Canada on September 28, 2001, and (y) Memorandum of Lease Supplement 1G (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on September 27, 2001 at 4:28 p.m. under recordation number 23683-A, (y) the Registrar General of Canada on September 28, 2001, and (z) Lease Supplement 2G (CIT Rail Trust 2001-1G) was filed with (i) the Surface Transportation Board on June 16, 2009 at 2:00 p.m. under recordation number 23683-D, and (ii) the Registrar General of Canada on June 16, 2009

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