

RECORDATION NO. 23683-9 FILED

JUL 13 '09 -3 15 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

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 Trust Indenture 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 Trust Indenture and Security Agreement and the Memorandum of Trust Indenture IG previously filed with the Board under Recordation Number 23683-B and 23683-C, 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:

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

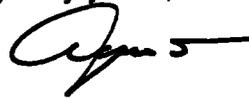
A short summary of the document to appear in the index is:

Trust Indenture 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,



Robert W. Alvord

RWA/bhs
Enclosures

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

SURFACE TRANSPORTATION BOARD

This Indenture Supplement 3G (CIT Rail Trust 2001-1G), dated as of July 13, 2009 (this "Indenture Supplement"), of WELLS FARGO BANK NORTHWEST, NATIONAL 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 2001-1G), dated as of September 28, 2001 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and, NorLease, Inc., as Owner Participant.

WITNESSETH:

WHEREAS, Owner Trustee has granted to Manufacturers and Traders Trust Company, as Indenture Trustee (the "Indenture Trustee") a security interest in all of Owner Trustee's right, title and interest in those certain railcars identified on Schedule 1 attached hereto (the "Units"), other than Excepted Property, pursuant to the terms of the 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"), 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 hereto. Except as expressly provided herein the terms used herein are used with the meanings specified in the Indenture.

WHEREAS, in addition, other than Excepted Property, Owner Trustee has granted to the Indenture Trustee a security interest in 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 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 hereto.

WHEREAS, on the date hereof Owner Trustee entered into that certain Lease Supplement 3G (CIT Rail Trust 2001-1G) to the Lease ("Lease Supplement 3G") with The CIT Group/Equipment Financing, Inc. ("Lessee"), pursuant to which the Lessee assigned to Owner Trustee as security for Lessee's obligations under the Lease, Lessee's right, title and interest in, to and under all of Lessee's existing and future subleases with respect to the Units to the extent such subleases relate to Units subject to the Lease (the "Assigned Subleases").

NOW, THEREFORE, the Owner Trustee does hereby acknowledge and confirm that the Owner Trustee granted, sold, assigned, transferred, conveyed, mortgaged, pledged, charged and confirmed under the Indenture, a security interest in and mortgage lien on all right, title, interest, claims and demands of the Owner Trustee in, to and under Lease Supplement 3G and the Assigned Subleases (excluding, however, in each case any rights to Excepted Property thereunder), to the Indenture Trustee, its successors and assigns, for the benefit of the holders from time to time of such Equipment Notes, subject to the terms and conditions of the Indenture.

This Indenture 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 the Indenture Trustee herein, in Lease Supplement 3G and in the Assigned Subleases.

This Indenture 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.

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

It is expressly agreed and understood that all representations, warranties and undertakings of Owner Trustee hereunder (except as expressly provided herein) shall be binding upon Owner Trustee 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 stated to be those of Owner Trustee hereunder.

*** * ***

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,
NATIONAL ASSOCIATION,
not in its individual capacity, but solely as
Owner Trustee**

By: Michael Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

STATE OF **Utah**)
COUNTY OF **Salt Lake**) ss:

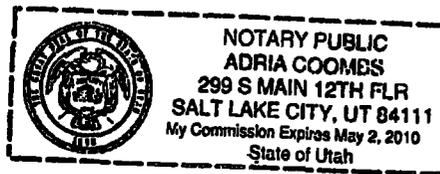
The foregoing Lease Supplement (CIT Rail Trust 2001-1G) was acknowledged before me, the undersigned Notary Public, in the County of Salt Lake this 19th day of June, 2009 by Michael Arsenault, as Asst. Vice President of

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee.

Adria Coomes
Notary Public

My commission expires: _____

[Notarial Seal]



Schedule 1
(Description of the 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