

CONSENT AND EXCHANGE NOTIFICATION OF A CONSENT AND EXCHANGE OFFER/AMENDMENT: VERBIAGE ADDED Holders are advised of the following information regarding the consent payment: Consents will be accepted in any denomination. Subject to the consummation of the consent solicitation, holders that deliver valid consents with respect to Series A notes of any tranche in an aggregate amount that is not an increment of USD 1,000 will receive a partial payment on the amount in excess of the highest USD 1,000 integral multiple of the consented amount, proportional to the USD 2.50 per USD 1,000 and rounded up to the nearest multiple of USD 0.01. Dear Customer: One of our financial services has informed us of a +Consent and Exchange Offer+ on the above security. The telephone number for the information agent is: (212) 269-5550. CIT Group Inc. is offering to exchange any and all 7.00+ Series A Second-Priority Secured notes due May 1, 2016 for newly issued Series C notes plus accrued interest, upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement (dated May 16, 2011). In conjunction with the offer, the Company is soliciting consents to the adoption of proposed amendments to the Indenture under which such series of notes were issued. The exchange offer will only be made, and the Series C notes are only being offered and will only be issued, to holders of Series A notes (i) in the United States, that are +Qualified Institutional Buyers+ as defined in Rule 144A under the Securities Act (each, a +QIB+) and (ii) outside the United States, that are persons other than +U.S. Persons+ in compliance with Regulation S under the Securities Act. Holders may retrieve the Eligibility Certification Form at www.dfking.com/CIT. Notice to New Hampshire Residents: +Neither the fact that a registration statement or an application for a license has been filed under Chapter 421-B of the New Hampshire revised statutes annotated, 1955, as amended, with the State of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the State of New Hampshire constitutes a finding by the Secretary of State that any document filed under RSA 421-B is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the Secretary of State has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer, or client any representation inconsistent with the provisions of this paragraph. +Eligible holders that validly tender Series A notes in the exchange offer prior to the early deadline, and do not validly withdraw their tender prior to the tender withdrawal deadline, will receive the total exchange consideration for Series A notes accepted in the exchange offer. +Total exchange consideration+ means, for each USD 1,000 principal amount of Series A notes tendered and accepted, USD 1,000 principal amount of Series C notes maturing one business day later than the Series A notes tendered and accepted (which includes the +early tender payment+ of USD 30 principal amount of Series C notes). Eligible holders that validly tender Series A notes in the exchange offer after the early deadline, but prior to the offer expiration time, will receive the total exchange consideration less the early tender payment for Series A notes accepted in the exchange offer. In addition, holders whose Series A notes are accepted in the exchange offer will receive, in cash, accrued and unpaid interest on such Series A notes from and including the last interest payment date.

Restrictions

Options

Option Status	Option Number	Option Action	Default Option	Option Text Description
CO	1	SECU	N	EXCHANGE AND CONSENT ON PRINCIPAL AMOUNT (QIB) ON OR PRIOR TO EARLY EXP. DATE - RECEIVE FEE
CO	2	SECU	N	EXCHANGE AND CONSENT ON PRINCIPAL AMOUNT (NON-U.S.) (ON OR PRIOR TO EARLY EXP. DATE - RECEIVE FEE)
CO	3	SECU	N	EXCHANGE AND CONSENT ON PRINCIPAL AMOUNT (QIB) AFTER CONSENT EXP. DATE BUT PRIOR TO EXP. DATE - NO FEE
CO	4	SECU	N	EXCHANGE AND CONSENT ON PRINCIPAL AMOUNT (NON-U.S.) (AFTER CONSENT EXP. DATE BUT PRIOR TO EXP. DATE - NO FEE)
CO	5	NOAC	N	TAKE NO ACTION ON (QUANTITY)
CO	6	KONY	N	CONSENT ON PRINCIPAL AMOUNT AND RECEIVE FEE