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SURFACE TRANSPORTATION BOARD

Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241

David A. Shelton
General Attorney

Writer's Direct Dial Number

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(757) 823-5781 (fax)

E-mail: David.Shelton@nscorp.com

September 28, 2007
EQ000003

VIA DHL EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



Dear Mr. Williams:

Enclosed please find two (2) counterparts, properly executed and acknowledged, of each of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

These documents are: (1) a Termination of Lease Agreement, a secondary document, dated as of August 31, 2007 ("Document #1"); (2) a Release of Lien of Chattel Mortgage and Security Agreement, a secondary document, dated as of August 31, 2007 ("Document #2"); and (3) a Release of Lessor Security Agreement, a secondary document, dated as of August 31, 2007 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 19271, 19272 and 19273, respectively.

The names and addresses of the parties to each of the secondary documents are as follows:

Document #1:

Lessor: SN Locomotive Lease Co., Ltd.
c/o Sanwa Business Credit Co., Ltd.
6-1, Nishi-shinjuku 1-chome, Shinjuku-ku
Tokyo, Japan

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Lessee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

Document #2:

Security Agent: The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York
Branch
(as successor to The Sanwa Bank Limited, Atlanta
Agency, the name used in the original filing)
1251 Avenue of the Americas
New York, New York 10020-1104

Document #3:

Secured Party: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

The equipment originally covered by the documents is generally described as follows:

| <u>Number of Units</u> | <u>General Description</u> | <u>AAR Symbol</u> | <u>Road Numbers (inclusive)</u> |
|------------------------|------------------------------------|-------------------|---------------------------------|
| 22 | 6-Axle Diesel-Electric Locomotives | C-C | 8849- 8870 |

A check in the amount of \$105.00 is enclosed to cover the recordation fee of \$35.00 for each of the documents pursuant to 49 CFR § 1002.2(f)(83). Please return any counterparts not needed by the Board for recordation to me at the above address.

Short summaries of each of the documents to appear in the index follow:

Document #1:

Termination of Lease Agreement dated as of August 31, 2007, to terminate the Lease Agreement with Recordation No. 19271 dated as

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of March 2, 1995, covering 22 six-axle diesel-electric locomotives numbered 8849-8870, inclusive.

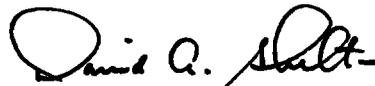
Document #2:

Release of Lien of Chattel Mortgage and Security Agreement dated as of August 31, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19272 dated as of March 2, 1995, covering 22 six-axle diesel-electric locomotives numbered 8849-8870, inclusive.

Document #3:

Release of Lessor Security Agreement dated as of August 31, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19273 dated as of March 2, 1995, covering 22 six-axle diesel-electric locomotives numbered 8849-8870, inclusive.

Sincerely,


David A. Shelton

Enclosures

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TERMINATION OF LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SN Locomotive Lease Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of March 2, 1995, (as supplemented by the lease supplement dated March 30, 1995) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this 31ST day of August, 2007.

NORFOLK SOUTHERN RAILWAY COMPANY

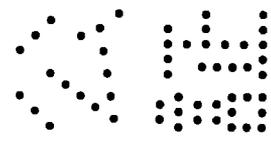
By: *William J. Romig*
Name: William J. Romig
Title: Vice President and Treasurer

SN LOCOMOTIVE LEASE CO., LTD.

By:
Name:
Title:

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SURFACE TRANSPORTATION BOARD TERMINATION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SN Locomotive Lease Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of March 2, 1995, (as supplemented by the lease supplement dated March 30, 1995) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this 31st day of August, 2007.

NORFOLK SOUTHERN
RAILWAY COMPANY

By:
Name: William J. Romig
Title: Vice President and Treasurer

SN LOCOMOTIVE LEASE CO., LTD.

6th July 2007
By: *Masalani Agorashi*
Name:
Title: *Attorney - in - Fact*

KYOBASHI NOTARY OFFICE

1-10KYOBASHI 1-CHOME,CHUO-KU,
TOKYO 104-0031, JAPAN

PHONE:81-03-3271-4677
FAX: 81-03-3271-3606

Registered No. 786

NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Mr. Masafumi IGARASHI of White & Case Law Offices, by power of attorney, being duly authorized to execute and deliver the foregoing instrument ("TERMINATION OF LEASE AGREEMENT") for and on behalf of SN LOCOMOTIVE LEASE CO., LTD., being legally established and existing under the laws of Japan and having its registered office at 5-1, Marunouchi 1-chome,Chiyoda-ku, Tokyo, Japan has executed in my very presence the foregoing instrument.

Dated this 6th day of July, 2007.



Shigeo Ikeda

Shigeo IKEDA NOTARY
TOKYO LEGAL AFFAIRS BUREAU
My commission expires:January 22, 2013



認 証

囑託人・エスエヌ・ロコモティブ・リース有限公司 (SN LOCOMOTIVE LEASE CO.,LTD. 本店：日本国東京都千代田区丸の内1丁目5番1号)の権限ある代理人 五十嵐 将史 (Mr. Masafumi IGARASHI ホワイト&ケース法律事務所)は、本公証人の面前において、添付書面「リース契約書 (TERMINATION OF LEASE AGREEMENT)」に署名した。

よって、これを認証する。

平成19年 7月 6日、本公証人役場において

東京都中央区京橋一丁目1番10号
東京法務局所属

公 証 人
Notary

池田 公 祐
Shigeo IKEDA

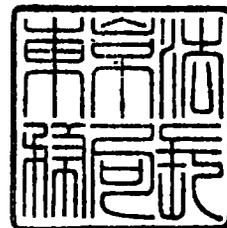
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成19年 7月 6日

東京法務局長

五十嵐義治



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
 - 2. has been signed by Shigeo IKEDA
 - 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
 - 4. bears the seal/stamp of Shigeo IKEDA, Notary
- Certified
- 5. at Tokyo
 - 6. JUL - 6. 2007
 - 7. by the Ministry of Foreign Affairs
 - 8. 07- N^o 009813
 - 9. Seal/stamp:
 - 10. Signature



K. Oyabe

Kazutoyo OYABE

For the Minister for Foreign Affairs