



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

Writer's Direct Dial Number  
(757) 629-2834  
(757) 823-5781 (fax)  
E-mail: David.Shelton@nscorp.com

RECORDATION NO. 19313-B FILED

MAY 06 '09

2-35 PM

SURFACE TRANSPORTATION BOARD

David A. Shelton  
General Attorney



May 5, 2009  
EQ000003

**VIA UPS**

Ms. Anne K. Quinlan  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Room 1149  
Washington, DC 20024

Dear Ms. Quinlan:

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 March 24, 2009 ("Document #1"); (2) a Release of Lien of Chattel Mortgage and Security Agreement, a secondary document, dated as of March 24, 2009 ("Document #2"); and (3) a Release of Lessor Security Agreement, a secondary document, dated as of March 24, 2009 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 19313, 19314 and 19315, respectively.

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

**Document #1:**

Lessor: SCL Feegal Co., Ltd.  
c/o Sumitomo Mitsui Finance and Leasing Co., Ltd.  
9-4 Nishi-Shimbashi 3-chome  
Minato-ku, Tokyo 105-8464  
Japan

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

Document #2:

Security Agent: Mizuho Corporate Bank, Ltd.  
(as successor to The Toyo Trust and Banking Co., Ltd.,  
New York Branch, the name used in the original filing)  
1251 Avenue of the Americas 31<sup>st</sup> Floor  
New York, New York 10020

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>
7	General Electric Dash 9-40C Locomotives	C-C	8876- 8882

A check in the amount of \$123.00 is enclosed to cover the recordation fee of \$41.00 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 March 24, 2009, to terminate the Lease Agreement with Recordation No. 19313 dated as

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of March 22, 1995, covering 7 General Electric Dash 9-40C diesel-electric locomotives numbered 8876-8882, inclusive.

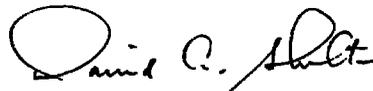
Document #2:

Release of Lien of Chattel Mortgage and Security Agreement dated as of March 24, 2009, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19314 dated as of March 22, 1995, covering 7 General Electric Dash 9-40C diesel-electric locomotives numbered 8876-8882, inclusive.

Document #3:

Release of Lessor Security Agreement dated as of March 24, 2009, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 19315 dated as of March 22, 1995, covering 7 General Electric Dash 9-40C diesel-electric locomotives numbered 8876-8882, inclusive.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Shelton". The signature is written in a cursive style with a large initial "D".

David A. Shelton

Enclosures

TERMINATION OF LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Feegal Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of March 22, 1995 (as supplemented by the lease supplement dated as of 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 the 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 24<sup>th</sup> day of March, 2009.

NORFOLK SOUTHERN RAILWAY COMPANY

By: William J. Romig  
Name: William J. Romig  
Title: VP & Treasurer

SCL FEEGAL CO., LTD.

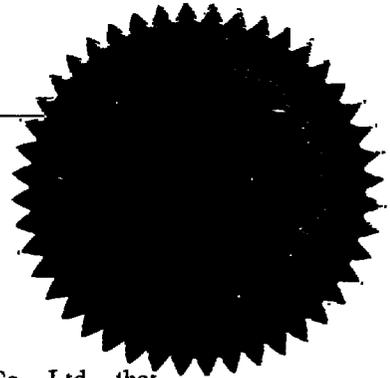
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA )  
 )  
CITY OF NORFOLK )

On this 24<sup>th</sup> day of March, 2009, before me, a Notary Public, personally appeared William J. Romig, to me personally known, who, being by me duly sworn, says he is Vice President and Treasurer of Norfolk Southern Railway Company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane Hogan  
Notary Public

My commission expires: June 30, 2009



I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of SCL Feegal Co., Ltd., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the resolution of its Sole Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

**TERMINATION OF LEASE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SCL Feegal Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of March 22, 1995 (as supplemented by the lease supplement dated as of 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 the 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 \_\_\_\_ day of March, 2009.

NORFOLK SOUTHERN RAILWAY COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCL FEEGAL CO., LTD.

By: 

Name: Masaharu Matsumoto

Title: Director

COMMONWEALTH OF VIRGINIA )  
 )  
CITY OF NORFOLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says he is \_\_\_\_\_ of Norfolk Southern Railway Company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

I, Masaharu Matsumoto, certify that I am Director of SCL Feegal Co., Ltd., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the resolution of its Sole Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

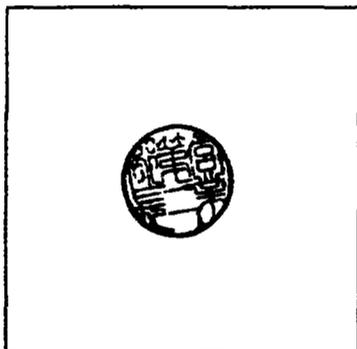
Executed on this 24 day of March, 2009.

  
\_\_\_\_\_

**Masaharu Matsumoto**  
**Director**

# 印鑑証明書

会社法人等番号 0199-01-008770



商号 三菱UFJ信託銀行株式会社  
 営業所 東京都千代田区丸の内一丁目4番5号  
 支配人 吉田耕二  
 昭和29年 7月 2日生

これは提出されている印鑑の写しに相違ないことを証明する。

平成21年 2月19日

東京法務局  
登記官

齊藤孝



整理番号 1992576

エスシーエル フィーガル有限会社  
取締役決議録

決議日 平成 21 年 3 月 16 日  
場所 東京都千代田区一ツ橋二丁目1番1号  
在任取締役 1 名  
出席取締役 1 名

エスシーエル フィーガル有限会社取締役松本正治は、下記のとおり各契約及び関連書類の締結及びその履行を行う旨を決議した。

記

ノーフォークサザン鉄道向けGE製ディーゼル機関車のリース取引の件

- (1) ノーフォークサザン鉄道(「レッシー」)と当社との間の 1995 年 3 月 22 日付けリース契約に基づくGE製ディーゼル機関車のリース取引(「対象取引」)において、レッシーによる対象物件の購入選択権の行使に伴い、関係契約の終了、提供した担保権の解除、対象物件の所有権移転等、必要な措置をとること。
- (2) 上記取引の実行のために必要な契約(Sale Release and Discharge Agreement、Bill of Sale 及び Termination of Lease Agreement を含むがこれに限らない)を締結し、その他の必要な書面を調印交付すること。
- (3) 対象取引に関する当社の匿名組合契約について各投資家との間で必要な清算を行うこと。
- (4) 上記各取引に関連付随する、又は上記各取引を実行するために必要なすべての取引・契約・行為を行うこと。
- (5) 上記各契約及び各関連契約は取締役が自ら、又は適当な代理人に委任状を発行し調印又は署名するものとする。

上記を明確にするため、取締役は本決議録を作成し、下記に記名捺印をする。

平成 21 年 3 月 16 日

東京都千代田区一ツ橋二丁目1番1号  
エスシーエル フィーガル有限会社  
取締役 松本 正治

