

FEB 17 '10

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

David A. Shelton
General Attorney

SURFACE TRANSPORTATION BOARD

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February 16, 2010
EQ000003

VIA UPS

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024



Dear Sir or Madam:

Enclosed please find for recordation pursuant to Section 11301 of Title 49 of the U.S. Code two (2) counterparts, properly executed and acknowledged, of each of Document #1 and Document #3 and one properly executed and acknowledged original and one certified copy of Document #2.

These documents are: (1) a Termination of Lease Agreement, a secondary document, dated as of February 8, 2010 ("Document #1"); (2) a Release by the Agent, a secondary document, dated as of March 20, 2007 ("Document #2"); and (3) a Release by the Lessee, a secondary document, dated as of February 8, 2010 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 20543, 20544 and 20545, respectively.

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

Document #1:

Lessor: Leone Lease Ltd.
Citicorp Center
2-3-14 Higashi-Shinagawa
Shinagawa-ku, Tokyo
140-8639
Japan

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

Document #2:

Mortgagee: WestLB AG, Tokyo Branch (as assignee of Citicorp USA, Inc.,
the name used in the original filing)
Roppongi Hills Mori Tower, 37th Floor
6-10-1 Roppongi
Minato-ku
Tokyo 106-6137
Japan

Document #3:

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

The equipment 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>
39	General Electric Dash 9-40CW Locomotives	C-C	9010, 9016- 9053

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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/copies 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 February 8, 2010, to terminate the Lease Agreement with Recordation No. 20543 dated as of February 5, 1997, covering 39 General Electric Dash 9-40CW diesel-electric locomotives numbered 9010 and 9016-9053, inclusive.

Document #2:

Release by the Agent dated as of March 20, 2007, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20544 dated as of February 5, 1997, covering 39 General Electric Dash 9-40CW diesel-electric locomotives numbered 9010 and 9016-9053, inclusive.

Document #3:

Release by the Lessee dated as of February 8, 2010, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 20545 dated as of February 5, 1997, covering 39 General Electric Dash 9-40CW diesel-electric locomotives numbered 9010 and 9016-9053, inclusive.

Sincerely,


David A. Shelton

Enclosures

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TERMINATION OF LEASE AGREEMENT

SURFACE TRANSFORMATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and Leone Lease Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of February 5, 1997, (as supplemented by the lease supplement dated as of February 28, 1997) (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 8th day of February, 2010.

NORFOLK SOUTHERN RAILWAY COMPANY

By:

Name:

Title:

LEONE LEASE LTD.

By:

Name:

Title: **Ichiro Fukumoto**
Representative Director

COMMONWEALTH OF VIRGINIA)
)
CITY OF NORFOLK)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____, to me personally known, who, being by me duly sworn, says she 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, Ichiro Fukumoto, certify that I am Representative Director of Leone Lease 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 its Board of Directors, 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 5th day of February, 2010.

Signed: 

Title: Representative Director

TERMINATION OF LEASE AGREEMENT

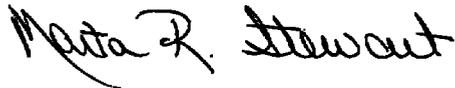
KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and Leone Lease Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of February 5, 1997, (as supplemented by the lease supplement dated as of February 28, 1997) (the "Agreement"), 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 8th day of February, 2010.

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Name: Marta R. Stewart

Title: Vice President and Treasurer

LEONE LEASE LTD.

By:

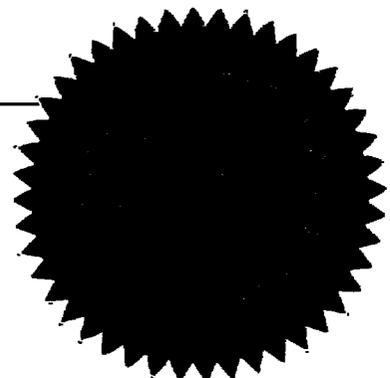
Name:

Title:

COMMONWEALTH OF VIRGINIA)
)
CITY OF NORFOLK)

On this 8th day of February, 2010, before me, a Notary Public, personally appeared Marta R. Stewart, to me personally known, who, being by me duly sworn, says she 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 she 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, 2013

I, _____, certify that I am _____ of Leone Lease 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 its Board of Directors, 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 _____, 2010.

Signed: _____

Title: _____